

CONSULTING AGREEMENT

Between

CITY OF READING

and

MCCORMICK TAYLOR, INC.

2021 - Engineering and General Construction Services for the City of Reading's 2021-2024 LFT Fund to plan all road construction, paving, bridges, preventative maintenance and ADA compliance

## CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (the “**Agreement**”) is entered into and effective as of 4/30/2021, (the “**Effective Date**”) by and between the City of Reading, a Pennsylvania municipal corporation (the “**City**”), and McCormick Taylor, Inc., (the “**Consultant**”).

### **Background**

The City desires to engage the Consultant for the delivery Engineering and General Construction Services associated with for the City of Reading’s 2021-2024 LFT Fund to Plan All Road Construction, Paving, Bridges, Preventative Maintenance and ADA Compliance (“**Project**”) in accordance with the Scope of Services attached hereto as Exhibit “A” (collectively, the “**Services**”).

### **Agreement**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Engagement; Scope of Services.** Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Consultant to perform the Services for the Project on behalf of the City consistent with the terms of this Agreement.

2. **Performance of Services.**

(a) The Consultant shall perform the Services in accordance with the terms of this Agreement and in coordination and/or conjunction with those services rendered by the City and its authorized representatives, agents or other consultants. The Consultant shall fully cooperate with the City’s authorized representatives, employees and elected officials of the City, and the agents or other consultants of them in relation to the performance of their respective contractual obligations to the City. The City’s retention of other consultants shall not relieve the Consultant of its responsibilities under this Agreement or entitle the Consultant to an adjustment in the schedule, the Services, or the Consultant’s compensation.

(b) The Consultant shall submit the deliverables and reports required by this Agreement to the City and otherwise complete each Task in strict accordance with the Project Schedule. Time is of the essence in connection with each and every performance obligation of the Consultant under this Agreement.

(c) The Consultant shall perform its Services as expeditiously as is consistent with and limited by the professional skill and care ordinarily provided by firms practicing in the same or similar locality under similar circumstances (“Standard of Care”) and the orderly progress of the Services. Notwithstanding any clause in this Agreement to the contrary, Consultant expressly disclaims all express or implied warranties and guarantees, including any warranty of fitness for purpose or merchantability with respect to the performance of professional services.

(d) The Consultant shall utilize a secure and private electronic data, information and document storage database (e.g., Microsoft SharePoint) established by the City for all documents or data used or created in connection with the Services (“**Electronic Database**”). The

Consultant shall, consistent with the City's directions, promptly upload all documents or data used or created in connection with the Services to such Electronic Database when such documents or data are gathered, generated or prepared.

3. **Compensation.**

(a) The City shall pay the Consultant for the Services performed by the Consultant or its Subconsultants the total amount of Six Hundred Thirty Thousand Dollars (\$630,000) broken down in annual amounts as:

2021 - \$210,000;

2022 - \$210,000;

2023 – \$210,000;

(b) Payment shall be in compliance with the terms hereof in accordance with the schedule set forth on Exhibit "B", attached hereto and incorporated herein.

(c) Any services to be performed that are outside the scope of this Agreement shall be memorialized in a change order executed by the City and Consultant with a detailed description of the scope of work and identification of the change to the Consultant's compensation resulting therefrom. Consultant shall not be entitled to any compensation for preparing proposals, amendments or change orders associated with this Agreement.

(d) "Reimbursable Expenses" are set forth in Exhibit B and are in addition to compensation for Services. Reimbursable Expenses incurred by the Consultant or its Subconsultants shall be submitted to the City without markup and shall be directly related to the performance of Services for the Project.

4. **Payments to the Consultant.**

(a) Payments of undisputed amounts are due and payable within sixty (60) days after the City's receipt of an invoice from the Consultant. Undisputed amounts unpaid after sixty (60) days from the City's receipt of such invoice shall bear interest at the rate of three percent (3%) per annum.

(b) By the 15<sup>th</sup> of each month, the Consultant shall submit a detailed invoice to City by electronic mail, which identifies the specific tasks of the Services performed by the Consultant and/or its Subconsultants in the preceding month. Each invoice shall clearly set forth in single line items: a detailed description of each action performed by each person (with their corresponding billing rate) and the time required to perform such action to the nearest tenth of an hour. The invoice shall also generally describe the relative percentage of completion for each Task (as identified in Exhibit A), the total cumulative amount invoiced for each Task, the total remaining compensation for completing each Task, any supporting documentation and the overall percentage of the Project's Services completed as of the date of such invoice. Progress reports shall accompany each invoice in MS Word format.

(c) If the City determines that the Consultant's invoice lacks sufficient detail or inappropriately block bills, the City will notify the Consultant promptly. Consultant shall revise the invoice in accordance with the requirements of this Agreement and resubmit to the City.

(d) No payments made under this Agreement shall be evidence of the proper performance of this Agreement, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective or improper services or relieve the Consultant of its responsibility to perform its services in a professional manner and in accordance with the terms of this Agreement.

(e) In the event of any dispute between the City and the Consultant as to the percentage or quality of work completed or the absence of supporting documentation, the City shall not be obligated to pay the amount in dispute until a final resolution of the dispute. Unless the parties expressly agree otherwise in writing, in the event a dispute arises under this Agreement in connection with payments to be made on any invoice, or otherwise, the Consultant, shall continue to perform its duties and responsibilities under this Agreement, including, without limitation, the Services, during the pendency of such dispute.

5. **Equipment and Supplies.** The Consultant shall supply any equipment and supplies required to render the Services, except as otherwise provided herein, at no additional cost to City.

6. **Permits and Licenses.** The Consultant shall pay all fees and procure all necessary licenses and permits needed to conduct the Services, without any markup. The Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

7. **Term.** This Agreement shall commence as of the Effective Date, and it shall continue in effect until (i) such time when the Services have been completed in their entirety, or (ii) this Agreement is terminated in accordance with the provisions of Sections 14 or 16(c) hereof, whichever is earlier (the "***Term***").

8. **Independent Contractor.** The Consultant is an independent contractor and shall not be deemed an employee of the City. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees or agents of the other party hereto. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

9. **Confidentiality and Non-Disclosure.**

(a) In connection with the provisions of the Services to the City, the Consultant will have access to certain "Confidential Information" (as defined herein). For purposes of this Agreement, "***Confidential Information***" means all information of the City, (or information of another party which the City has in its possession) transmitted to the Consultant in connection with the performance of Services, regardless of whether such information was or is transmitted orally, in writing, electronically or other form, or whether such information was or is tangible or intangible or observed.



(b) The Consultant may not release any Confidential Information, nor publish any report or documents relating to the City or the performance of the Services without prior written consent of the City. The Consultant shall indemnify and hold harmless the City and the City, including their officers, elected officials, agents, and employees from all liability which may be incurred by reason of the Consultant's unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any Confidential Information by the Consultant or its agents or employees.

(c) Notwithstanding Sections 9(a) and 9(b), the Consultant shall not have any obligations under this Agreement with respect to information which (i) is already known to the Consultant (as evidenced by the Consultant's prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the Consultant; or (iv) is independently developed by the Consultant without breach of this Agreement. Notwithstanding Sections 9(a) and 9(b), the Consultant may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for the Consultant to protect its interest in this Agreement, but in each case only after the City has been so notified and had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

(d) The Consultant understands that it is being retained to provide professional services to the City in connection with a matter that may be subject to litigation. The Consultant and its work product shall not be disclosed to any third parties without the City's prior consent or by an order of a court or governmental authority with jurisdiction.

#### 10. **Copyrights and Licenses.**

(a) Drawings, specifications, reports, data and other documents, including, without limitation, those in electronic form, prepared by the Consultant and/or its Subconsultants in connection with the Services are the property of the City who shall be vested with all common law, statutory and other reserved rights. At the City's request, the Consultant and/or its Subconsultants shall provide the City, the City and any third party designated by the City, a full and complete release, in a form and substance acceptable to the City, of any and all rights the Consultant and/or its Subconsultants may have to the drawings, specifications, reports, data and other documents prepared by the Consultant and/or its Subconsultants in connection with the Services. Such documents and/or electronic media are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse or modification without written approval or adaptation by the Subconsultant will be at the Client's sole risk and without liability or legal exposure to the Subconsultant.

#### 11. **Insurance & Indemnity.**

(a) During and throughout the entire Term of this Agreement, the Consultant and its Subconsultants shall maintain all such insurance products with the limits set forth in the Request for Proposals incorporated as part of Exhibit A and the exceptions set forth in Consultant's Proposal incorporated as part of Exhibit A.

(b) Except as set forth above with respect to the Products & Completed Operations Insurance policy, each insurance policy shall remain in full force and effect until the expiration or termination of the Agreement or until all duties to be performed hereunder by the Consultant have been performed to the satisfaction of the City, whichever shall occur later.

(c) All Subconsultants performing work under the Agreement must also carry, at its own expense, the same insurance products in the same coverage amounts that the Consultant is required to carry, as identified above, during the term of the Agreement. No Subconsultant shall perform any work associated with the Project unless and until the City reviews and approves the certificates of insurance provided by such Subconsultant.

(d) The Consultant shall indemnify and hold harmless City, its officials, officers, employees and/or agents, from and against any and all third party claims, losses, damages, expenses, costs or other liabilities, including reasonable attorney's fees, arising out of, or resulting from any breach of this Agreement and/or any negligent act or omission of the Consultant or its Subconsultants, or any of their officials, officers, employees and/or agents or anyone directly or indirectly employed by them or anyone whose acts or omissions they may be liable. The Consultant shall further indemnify and hold harmless the City, its officials, officers, employees and/or agents from and against any and all claims made for infringement of any copyright, trademark or patent arising out of the use of any plans, designs, drawings, reports, data or specifications furnished by the Consultant or its Subconsultants in the performance of the Services.

12. **Representations and Warranties.**

(a) The Consultant represents that the Consultant possesses the training, skills and expertise necessary to perform the Services in accordance with the Standard of Care.

(b) The Consultant represents that it may lawfully conduct its business in the Commonwealth of Pennsylvania.

(c) The Consultant represents and warrants that it possesses the necessary license or licenses to perform the Services in the Commonwealth of Pennsylvania, and if any part of such Services is to be subcontracted, the Subconsultants have the necessary license or licenses to perform such Services.

(d) Each party represents to the other party that such party has the power and authority to enter into this Agreement and that such party is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that such party's acceptance of the terms of this Agreement and the performance of such party's obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

13. **Correction of Services.** The Consultant shall promptly correct any Services rejected by the City as failing to conform with the requirements of this Agreement, industry standards, or applicable laws, as a result of the failure to exercise the Standard of Care whether discovered before or a period of two (2) years after the Term. Costs of correcting such rejected or nonconforming Services, including, but not limited, any additional labor or materials of the

Consultant, its Subconsultants, the City or the City's agents, made necessary thereby, shall be at the Consultant's cost and expense. If the Consultant fails to correct such rejected or nonconforming Services within a reasonable time after receiving notice from the City, the City or its agents may correct such Services and the Consultant shall pay the City all costs, expenses, losses and damages incurred by the City to make such correction.

14. **Termination.**

(a) The City may immediately terminate this Agreement if the Consultant (i) refuses or fails to supply enough properly skilled workers to perform the Services, (ii) fails to make payment to its Subconsultants or suppliers for labor in accordance with the respective agreements between the Consultant and its Subconsultants or suppliers, (iii) violates any laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, (v) becomes insolvent, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, or (vi) otherwise materially breaches a provision of this Agreement.

(b) In the event the City terminates this Agreement pursuant to Section 14(a), the City may assess any attorneys' fees, professional fees, costs and expenses, including, but not limited to employee time attributable to said event, to the Consultant. The Consultant shall immediately reimburse the City for the same. In the event the Consultant fails to adhere to a contractual provision or other requirement of this Agreement, whether the subject provision is material or not, to the extent the City incurs attorneys' fees, professional fees, costs or expenses of any kind in the City's attempt to enforce such provision, the Consultant shall be liable to the City for the same. In such event, the City may deduct such amounts from any fees required to be paid to the Consultant pursuant to this Agreement.

(c) The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant for the City's convenience and without cause. In the event of termination not the fault of the Consultant, the Consultant shall be compensated only for Services performed prior to termination. After the City has made such payment, the City shall have no further obligation or liability to the Consultant with respect to this Agreement.

(d) If the City fails to make payments to the Consultant of any undisputed amounts due in accordance with this Agreement without just cause relating to the Consultant's failure to perform in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Consultant shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. Prior to any suspension of services or termination of this Agreement, the Consultant shall give sixty (60) calendar days' written notice to the City during which period City may cure its nonperformance by making payment of all sums due to Consultant and not in dispute.

(e) Immediately upon expiration or termination of this Agreement, the Consultant shall return to the City, in both written and electronic format, all information and other property used or created in connection with the Services by the Consultant or its agents, along with such information and assistance as is reasonable and customary to enable the City to successfully

transfer the Services to another service provider or other third-party. The Consultant shall maintain a copy of such information in electronic format for at least twelve (12) months after termination of the Services for the purpose of carrying out the intent of this provision.

15. **Claims for Consequential Damages and/or Incidental Damages.** The Consultant and Owner waive claims against one another for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages, due to either the Consultant and/or the Owner's termination in accordance with Sections 14 or 16(c).

16. **Equal Employment Opportunity.**

(a) During the performance of the Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other protected status under local, state, or federal law.

(c) In the event of the Consultant's noncompliance with Section 16(a), Section 16(b) or with any applicable laws, the Agreement may be canceled, terminated, or suspended in whole, or in part, by the City. In such event, the Consultant may be declared ineligible for further City contracts. The Consultant shall include the paragraphs set forth in this Section 15 in every subcontract or purchase order.

17. **Employment of Certain Persons Prohibited.** No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Agreement.

18. **Subcontracts.** The Consultant shall not subcontract work under the Agreement unless prior written approval is granted by the City. Each person or entity which the Consultant subcontracts with to perform Services, as approved in writing by the City (each a "*Subconsultant*"), shall be bound by the conditions of the Agreement.

19. **Right to Audit Records.** The City shall be entitled to audit the books and records of the Consultant or any of its Subconsultants to the extent that such books and records relate to the Agreement or the performance of Services. The Consultant and its Subconsultants shall retain

such books and records for a period of three (3) years from the date of final payment under the Agreement unless the City otherwise authorizes in writing a shorter period.

20. **Compliance with Applicable Laws and Standards.** The Consultant shall strictly comply with all applicable federal, state, and local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards in its performance of Services.

21. **Communicating with Governmental Agencies.** Notwithstanding anything to the contrary in this Agreement, the Consultant shall provide the City with notice before communicating with any governmental agencies about any information related to the Services. The City shall be provided with the opportunity to direct all communications with governmental agencies.

22. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS LOCATED IN THE COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

23. **Entire Agreement.** This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

24. **Alterations, Modifications or Additions of the Services.**

(a) The Services will be under the supervision of the City or its authorized representatives, agents or other consultants. In the event the Consultant determines that any alteration, modification or addition to the Services is warranted ("***Additional Services***"), the Consultant shall submit a proposal to the City setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Consultant shall obtain the prior written approval from the City before performing any Additional Services. The Consultant shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approved. If approved by the City, the Consultant shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

(b) The City shall pay the Consultant all compensation earned in the performance of Additional Services in accordance with Paragraph 4.

25. **Waiver.** No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

26. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

27. **Assignment.** This Agreement is a personal service contract and may not be assigned by the Consultant without the prior written consent of the City.

28. **Third Party Beneficiaries.** The parties acknowledge and agree that the City shall be named as a third party beneficiary of any and all agreements by and between the Consultant and any of its Subconsultants and the City shall have the rights of enforcement and remedies against the Consultant's Subconsultants as are available to the City hereunder. Furthermore, the parties acknowledge and agree that none of the City's obligations and duties under this Agreement shall in any way or manner be deemed or construed to create any obligation of the City to any person or entity other than the Consultant. The parties also acknowledge that the City shall be deemed a third party beneficiary of this Agreement and shall be entitled to rely on the quality of the Services rendered by the Consultant.

29. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, or by facsimile transmission with confirmation, to such party at its address set forth below:

If to the City: Stan Rugis, Deputy Director  
815 Washington Street  
Reading, PA 19601  
Email: Stan.Rugis@readingpa.gov

If to the Consultant: Patrick J. Guise, CVO  
1818 Market Street, 16th Floor  
Philadelphia, PA 19103  
Email: pjguise@mccormicktaylor.com

30. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

31. **Survival.** In the event of any termination of this Agreement, Sections 9, 10, 11, 13, 14, 31 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

32. **Background.** The Background Section of this Agreement is expressly incorporated into the substantive provisions of this Agreement and shall be binding upon the parties as if expressly contained in the body of the Agreement.

33. **Drafting of Agreement.** The parties hereto acknowledge that each has participated in the drafting of this Agreement and the parties hereto expressly waive the defense of contra proferentum, i.e., that this Agreement or any portion of this Agreement may be construed against any party as the drafter thereof.

34. **Exhibits.** Unless otherwise indicated, references to this Agreement shall be interpreted to include the main body of this Agreement and the Exhibits. In interpreting this Agreement and resolving any conflicts, inconsistencies, discrepancies or ambiguities between and/or within this Agreement and the Exhibits attached hereto, the main body of this Agreement takes precedence over the Exhibits. Any conflict, inconsistency, discrepancy or ambiguity of the scope of services shall be resolved in favor of the performance of the greater degree, quantity or quality of services (as determined by the City).

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Attest:

DocuSigned by:  
*Linda A. Kelleher CMC, City Clerk*  
73DE031C240D451...

City of Reading:

DocuSigned by:  
*Mayor Eddie Moran*  
By: \_\_\_\_\_  
Name: Eddie Moran  
Title: Mayor

McCormick Taylor, Inc.:

DocuSigned by:  
*Patrick J. Guise*  
By: \_\_\_\_\_  
Name: Patrick J. Guise  
Title: Chief Visionary Officer

**Exhibit A**

**Scope of Services**



**REQUEST FOR PROPOSALS 2021-2024**

**ENGINEERING AND GENERAL CONSTRUCTION SERVICES FOR THE  
CITY OF READING'S 2021-2024 LFT FUND TO PLAN ALL  
ROAD CONSTRUCTION, PAVING, BRIDGES, PREVENTATIVE MAINTENANCE  
AND ADA COMPLIANCE**

**READING, PENNSYLVANIA**



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## **Introduction**

The City of Reading, Pennsylvania is seeking proposals from qualified firms to provide:

### **ENGINEERING AND GENERAL CONSTRUCTION SERVICES FOR THE 2021-2024 CITY OF READING'S LFT FUND TO PLAN ALL ROAD CONSTRUCTION, PAVING, BRIDGES, PREVENTATIVE MAINTENANCE AND ADA COMPLIANCE**

(the "Project"); is a three (3) year contract to assist the City to plan and implement the LFT Fund to include Preliminary / Final Design, Right of Way, Utilities, Detour, etc. Additionally, Bid Assistance and Construction oversight to include CM/PM and CA with ACTIVE Inspection assistance for the 2021-2024 calendar years. This services contract shall include any and all aspects of road reconstruction, paving, bridges, preventative maintenance and ADA compliance. (the "Project"). The Services contract will be funded by the City's Liquid Fuels Fund. The Consultant shall provide the deliverables and other related services noted in the Scope of Work in accordance with PennDOT Liquid Fuels Fund guidelines and as prescribed by the City of Reading.

All costs incurred for submitting responses to this RFP by proposing firms are considered by the City to be marketing costs required in order to select a firm to perform this work, and the City will not reimburse any costs incurred.

## **Pre-Proposal Conference**

There will be no pre-proposal meeting for this project.

## **Proposal Submission**

Proposals are to be submitted through PennBid as discussed in the following pages no later than 3:00 p.m., prevailing time, on March 11, 2021.

## **Scope of Work**

Understanding this is a very comprehensive, aggressive plan; the selected consulting firm (the Consultant) shall provide a three (3) year service for Engineering, to include but not limited to Preliminary / Final Design, Right of Way, Utilities, Detour, etc. Additionally, the Consultant shall provide assistance in all phases of the Bid, to include but not limited to Submittal Review and Construction oversight with CM/PM and CA with ACTIVE Inspection assistance and all requested Services, as-needed to assist Public Works with the "Project".

### **It is the intent for multiple construction projects to be performed in each calendar year!**

\*\*\* All paving, ramps and sidewalk design work, et al; shall be in accordance with the most current Pennsylvania Department of Transportation (PennDOT) publications and guidance.

As examples: The Consultant will be required to prepare construction drawings and technical specifications to indicate the locations for the paving of street and the installation of ADA

compliant curb ramps at all required street intersections within the street sections scheduled for paving. The paving design may include mill and overlay maintenance and/or full depth reconstruction as conditions warrant. The Consultant will prepare final design ramp construction designs will be provided by the Contractor. The crosswalk markings at the intersecting streets shall be included in the Contractor's design to the extent needed to satisfy ADA accessibility requirements. The engineering design will require the City Engineer's approval prior to installation.

The Project will include the City streets listed tentatively listed below planned to be constructed in the 2021 construction year. The remainder of the street list shall be constructed in 2022 with additional street construction recommendations in 2023/2024 and 2024/2025.

- A. 6<sup>th</sup> Street – Spring to Canal St
- B. McKnight St. – Robeson to Windsor St.
- C. Front St. – Walnut to Windsor St.
- D. Church St. from Woodward St. south to Court St.
- E. Windsor St. – Lincoln to Front St.
- F. Penn St. – 800 and 1000 blocks
- G. River Road – 2000 to 2500 blocks
- H. Riverdale Roads – Colston St., High St., Denton St.
- I. E. Wyomissing Blvd. – Hancock Blvd to Museum Rd.
- J. Hancock Blvd. – Lancaster Ave. to Liggett Ave. (but not including the intersection)
- K. Liggett Ave./Hancock Blvd Intersection Reconstruction Project
- L. N 12<sup>th</sup> Street - 1300 block Reconstruction

The Consultant shall coordinate with the City's project manager by making regular communications throughout all phases of the Project, including look-ahead items and project updates.

The Final Design phase shall be completed within **20 calendar days** from the approval of the Preliminary Engineering phase.

The City would like to award a construction contract is scheduled for in April 2021 with the completion by the end of the 2021 construction season. The Consultant shall provide the above design phase and bid phase, and construction phase Services as described above and coordinate with the City Team.

During the construction phase, the Consultant shall assist the City with technical support for submittal reviews, field change orders, contract change orders, RFI responses, payment applications and other technical items required to properly complete the construction contract. The Consultant shall assist with the preparations of design modifications during the construction phase where necessitated by changed site conditions.

Deliverables for 2021-2024:

Services shall include the following deliverables. The Consultant shall prepare an engineering design report to be used to develop the design of the Project through the 2024 calendar year. The

report shall analyze the existing conditions of each street in the Project using core sampling and engineering judgement. The report shall make recommendations for rehabilitation and repairs within the Project budget limitations.

Preliminary Engineering and Final Design construction drawings and technical specifications shall be prepared for review and acceptance by the City prior to bidding. The deliverable shall be submitted in digital format: MS Word for the specifications and pdf for the drawings. Communications shall be made via email, telephone and Zoom meetings. Person to person meetings are to be included as safety conditions allow. The Consultant shall include sufficient time in their proposal to gain a good understanding of the project and the stakeholders involved, and to closely assist the City PM with the technical execution of the Project.

The Consultant shall be PennDOT prequalified, and shall utilize PennDOT highway design and construction standards to the fullest extent applicable to this project. Technical specifications shall be prepared for all elements of the design including any special conditions that would apply. The final construction drawings and technical specifications shall be prepared for incorporation into the City's Contract Document package for the construction of the 2021-2024 Project. The City will incorporate these documents into the City's standard front end contract document package and will manage the advertisement and procurement of the construction contract using the PennBid procurement system.

### **Available Background Information**

Technical documents associated with the Project will be made available by the City to the Proposers.

In addition, each Proposer must submit in its Proposal a list detailing the specific information, records and documents it will need from the City to perform the Project.

### **Project Schedule**

The Selected Consultant shall begin work within ten (**10**) days of the City's issuance of a Notice to Proceed. The initial activities of the Selected Consultant shall be to work with the City to review the Project schedule and budget to develop and present a workable approach to the City.

### **Assignment of Key Staff**

The key member(s) of the consultant's staff must be identified and assigned to the project for the duration of the contract, unless the City of Reading agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacement's name and credentials for approval by the City prior to that person starting work on the contract.

### **Use and Qualifications of Subcontractors**

The City recognizes that subcontractors may be required or desired to design engineering components of the project. For each selected subcontractor proposed to be used by the firm, please provide details of the expertise and scope being provided by the firm as well as the firm's

relevant experience and depth of qualified personnel as it relates to the project. This shall be no more than one page per subconsultant or firm. In the event that a firm is being selected based upon an individual who will be performing the majority of the work for the firm, please state this and provide this page of information related to this individual's experience as a key project team member, not the firm's experience.

In the event subcontractors are proposed to be used, they will be required to complete the attached Subcontractor Surety Agreement within ten days of the award of the contract.

### **Records Retention and Confidentiality**

The successful firm shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and / or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing prior to any disposal of documents related to this contract.

All reports, information, data, etc., furnished by the City to the proposing firm shall remain confidential and shall not be released to any individual or organization without the prior written approval of the City.

### **Qualification Criteria**

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet the design needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise. This technical evaluation for professional services is strictly for firm and personnel qualifications so DO NOT include a rate sheet with this part of the submission.

Please provide the time and material project cost as well as the applicable rate sheets in a separate sealed package simultaneous to the technical proposal. The technical proposal will be evaluated by the committee first with the project cost being opened later and included in to the rating criteria.

City of Reading  
Attn: Tammi Reinhart, Purchasing Coordinator  
Purchasing Office  
815 Washington Street, Room 2-45  
Reading, PA 19601-3690

The response shall address firm specific information followed by personnel, reference projects, and local presence as detailed below:

- Provide general firm information including location of headquarters, number of offices, total number of employees, number of technical staff geographic location of project's primary client contact, and numbers of years firm has been performing similar site design projects.
- Provide a comprehensive list of similar recent projects Provide at least five project references in the past ten years. Details shall include: client name, client contact information, project location, key personnel, duration of project or portion of project if project involves other work beyond this scope, and projected and actual cost.
- Indicate number of projects currently under contract.
- Identify selected key team personnel with relevant qualifications and certifications as well as firm tenure.
- In the event of any proposed subcontractors, please provide details of the expertise and scope being provided by the firm as well as the firm's relevant experience and depth of qualified personnel as it relates to the project.
- Indicate the firm's experience with the City of Reading as well as clients in Berks County, Pennsylvania in the past ten years by client and contact information, type of project, and project and firm scope. Indicate the firm's relevant utility engineering in adjoining counties in the past ten years by client and contact information, type of project, and project and firm scope.
- Provide a sample contract and terms for review by the City and its legal counsel.

### **Questions Regarding Specifications or Proposal Process**

To ensure fair consideration for all firms, the City prohibits communication to or with any City department director, division manager, employee, or agent during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office via the Penn Bid Procurement website ([PennBid.procurement.com](http://PennBid.procurement.com)), must be received in writing prior to February 23, 2021.

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be posted to the PennBid website no later than March 3, 2021.

### **Evaluation and Selection Process**

Firms shall submit a response to this RFP by 3:00 pm, prevailing time, on March 11, 2021. The City will employ a selection committee that includes technical and non-technical personnel. The goal of this RFP is to select the best suited firm(s) using a quantitative ranking system followed by the interview of selected firm(s), if determined by the committee to be necessary. This process and the number of firms interviewed may be adjusted based upon the responses received, their evaluation, and the City's desires.

Until the final firm selection, negotiation, award, and contract execution all contact with the City of Reading regarding this topic is to be directed to the Purchasing Coordinator or the designated legal counsel finalizing contractual details. Failure to comply with this request will result in the disqualification of the firm for further consideration.

The City and its designated committee will evaluate all proposals, determine whether oral discussions with individuals, firms, or organizations are necessary, and select the firm best qualified to perform the scope of work. A qualification based selection process will be used. Qualifications will outweigh all other considerations.

The evaluation will be based upon the following areas in no particular order:

- Firm Qualifications and Experience
- Staff Qualifications and Experience
- Relevant Project References
- Project Team
- Responsiveness to RFP
- Disadvantage Business Enterprise
- Price

The City may choose to conduct interviews with finalists after the initial review of proposals are complete. If interviews are conducted, finalists will be contacted individually by the Purchasing Coordinator's office.

During the entire selection process, the firms shall only contact the Purchasing Coordinator regarding details of the work to be performed unless otherwise authorized. This will minimize missed information and duplication of effort.

The City has the responsibility to negotiate the most favorable cost terms and conditions to the City. The City will begin negotiations with the highest ranked firm and develop a final work scope and refine compensation. The negotiating process may involve one (1) or more RFP responses and may continue until the award of the contract. All proposals will become part of the official file on this matter without obligation to the City of Reading.



The City of Reading Purchasing Policy allows the City to base its selection on professional qualifications, experience, and familiarity with the nature of the service to be provided.

### **Authorization of Invitation**

Article VIII, Section 801 (b), of the City of Reading City Charter, gives the City the ability to engage independent consultation to represent or advise on specific individual matters. This section further states that representation must be secured by the Request for Proposal (RFP) process. The City of Reading Purchasing Policy recognizes and states that the awarding of a contract for professional services cannot be based solely upon the selection of the lowest bidder. Emphasis is placed on factors such as professional qualifications, experience, and familiarity with the nature of the services to be performed.

This RFP is issued by the City of Reading. Any questions or clarifications concerning the RFP shall be directed to the Purchasing Coordinator.

All requests for additional information concerning the RFP process, acceptance and approval of a contract must be issued in written form by the same time as technical questions. Responses to all questions will be issued to all prospective proposers in the form of an addendum as discussed above.

### **Preparation of Proposals**

Firms are expected to examine any specifications, schedules or instructions included in the RFP package. Failure to do so will be at the firm's risk.

The applicant shall submit the requested information in a complete and concise manner within the page limitations discussed.

Proposals are to be prepared simply, providing a straightforward and concise description of the successful firm's, person's, or subcontractor's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content.

If erasures or other changes appear in the proposal, each erasure or change must be initialed by the person signing the submittal.

Receipt of amendments or addenda by a firm must be acknowledged on the appropriate City form and included in the proposal.

Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act and Pennsylvania Right to Know Act. Trade secrets or proprietary information submitted shall not be subject to the public disclosure; however, the firm must invoke this protection in writing. The proprietary or trade secret material submitted must

be identified. The classification of an entire proposal, line item prices and/or total proposal prices as proprietary or trade secret is not acceptable and will result in rejection and return of proposal.

### **Modification or Withdrawal of RFPs**

An RFP that is in the possession of the Purchasing Coordinator may be amended by telegram, letter, or fax transmission bearing the signature or name of the person authorized for bidding, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date of opening. The communication shall not reveal the RFP price but should indicate the addition, subtraction or other change in the RFP.

An RFP that is in the possession of the Purchasing Coordinator may be withdrawn by the firm in person, by fax, or by written request provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of one hundred twenty (120) days following the formal opening and receipt of proposals by the City of Reading.

### **Right to Reject Proposals**

Submission of a proposal indicates the acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Reading and the firm.

During the advertising process through the final firm selection and contract execution by both parties, any contact by proposing firms with any City representative, other than the Purchasing Coordinator, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this procurement action.

The City of Reading reserves the right without prejudice to reject any or all proposals in whole or in part. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

The City will not pay for any information required in the RFP, nor is liable for any cost incurred by a firm in responding to an RFP.

### **Disposition of Proposals**

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful firms.

## **Minority and Women Business Enterprises**

The City notifies all firms that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, national origin or ancestry. Firms hereby agree that upon the award of the contract, the firm will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry.

If the individual, firm or organization qualifies under any of these categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

- Minority owned business firm
- Woman owned business firm
- Labor surplus area business firm
- Section 3 business firm

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

## **Equal Employment Opportunity**

During the performance of this Contract, the firm agrees as follows:

- The firm will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The firm agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City of Reading setting forth the provisions of this nondiscrimination clause.
- The firm will, in all solicitations or advertisements for employees placed by or on behalf of the firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- In the event of the firm's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City of Reading contracts.

- The firm will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

### **Employment of Certain Persons Prohibited**

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

### **Subcontracts**

Joint proposals by multiple firms are allowed, and even encouraged if deemed necessary to balance new ideas and directions with the realities of the enabling statutes. However, the firm will not be allowed to subcontract work under this contract unless the subcontractor and its scope of work is clearly defined and outlined within the proposal or written approval is granted by the City of Reading. The subcontractor, as approved, shall be bound by the conditions of the contract between the City and the selected firm. The authorization of a subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the selected firm. All directions given to the subcontractor in the field shall bind the selected firm as if the notice had been given directly to the selected firm. Should the firm elect to use any subcontractors, they are to provide a payment bond as included in the following forms.

### **Independent Proposal**

The parties hereto expressly agree and understand that the successful firm may not be an employee or agent of the City of Reading in any sense. Furthermore, the successful firm may not be affiliated with any chemical, technology, process, vendor, or manufacturer related to wastewater treatment. Any and all potential conflicts of interest should be brought to the City's attention immediately. Contracts may be terminated should the situation warrant such action.

### **Execution of Contract**

The contract will be drafted by the City and executed by both the City and the successful firm. Incorporated into that contract will be this Request for Proposal for Professional Services and the Proposal accepted by the City.

The successful firm shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the firm shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

## **Contract Alterations or Modifications**

This contract will be under the direct supervision of the City and/or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the firm and the City's authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

## **Manner of Payment**

The successful firm will submit monthly invoices to the City of Reading before the payment of services. Those invoices shall be submitted to the Parks Department of Public Works Department of the City of Reading. Upon receiving the requisite authorizations, the City of Reading will process the successful firm's invoices less retainage and forward payment by check. The City requires the firm to provide detailed monthly status reports by the 15th of each month that discuss the firm's activities throughout the prior calendar month. This should also include any problems encountered as well as areas where a regulatory response is required or modifications are required due to a regulatory response and all areas impacted. Invoices received for payment prior to the receipt of the monthly status report will not be processed until receipt of the report.

## **Contract Termination**

The City shall have the right to terminate the contract or any part thereof before the work is completed in the event:

- Previous unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
- The firm does not adequately comply with the specifications of the RFP or of the contract.
- The firm refuses, neglects, or fails to supply properly trained or skilled supervisory personnel, personnel, and/or subcontractors, or proper equipment.
- The firm neglects to carry out the directions of the City.
- The firm in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The firm refuses to proceed with work when and as directed by the City.
- The firm abandons the work.

## **Rights upon Termination of Contract**

Upon termination of the contract, the successful firm shall transfer, assign and make available to the City all property and materials in the firm's possession or subject to the firm's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, the successful firm agrees to provide reasonable cooperation in arranging the

transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

### **Dissemination of Information**

During the term of the resulting contract, the successful firm may not release any information related to the services or performance of services under the contract, nor publish any reports, studies, or documents relating to the City of Reading, the account, or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account, or the contract by the firm or its agents or employees.

### **Ownership and Use**

Firm shall ensure, to the fullest extent possible under law, that the City shall own any and all title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by firm or at the firm's direction for the City pursuant to this contract and utilized by the City.

### **Special Conditions**

It is the objective of this RFP to solicit proposals for a firm to perform professional services as described above.

It is the City's intent that this RFP will encourage competition. It shall be the proposer's responsibility to advise the City in writing of any language, requirements, specifications, etc., or any combination thereof that inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Coordinator no later than one week prior to due date.

The City of Reading Purchasing Policy gives the ability to award a contract for professional services to be based solely on professional qualifications, experience, and familiarity with the conditions.

### **Qualifications**

Each firm is requested to designate and name a qualified representative who shall be the contact with the designated City representative. This representative shall oversee all activities regarding the subject matter of this RFP if he/she or his/her firm is selected.

The desired experience and technical requirements for the submission are detailed above in the Scope of Work. The successful firm shall be responsible for personnel, supplies, equipment, and

local travel cost. The successful firm may bill the City for actual costs for additional tasks requested and authorized in writing by the City.

### **Indemnification**

Successful firm hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the successful firm's performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.

### **Insurance**

The successful firm shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the firm shall indemnify and hold harmless the City of Reading from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. The selected firm shall protect the City, its agents, and employees, from any litigation involved in this contracted work. The firm's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City of Reading. All subcontractors must also furnish copies of their liability insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

### **Insurance Limits Requirements**

The City requires the following insurances and limits as a minimum for a firm being considered for this project. The detailed listing of current insurance coverage in place by type as well as a listing of places where additional insurance or coverage modification is required based upon this project's insurance requirements is to be included in the proposal. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Due to the nature and the scope of the project, the City of Reading also requests a copy of the Professional Liability policy to review. Requisite insurances and limits are as follows:

- Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Umbrella/Excess Liability – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate following from underlying liability coverage.
- Worker's Compensation – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the City.

- Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.
- Business Automobile Liability – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.
- Employer’s Liability – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance under this proposal and any future executed contract, the selected firm shall furnish to the City of Reading a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City of Reading. Such certificate shall be issued to: City of Reading, 815 Washington Street, Reading, PA 19601. Please forward a certificate of insurance verifying these insurance requirements.

### **Taxes**

The City of Reading is tax exempt. Tax exemption certificates will be issued to the successful firm upon request.

The successful firm will be responsible for remitting all Federal, State and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security and income tax laws under the Workers’ Compensation Law with respect to this contract.

### **Observance of Laws, Ordinances, and Regulations**

The successful firm shall keep fully informed on all federal, state and local laws, regulations, and all orders and decrees of bodies having any jurisdiction or authority which in any matter affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful firm shall at all times during the terms of this contract observe and comply with all such laws, ordinances, regulations, orders and decrees in force at the time of the award. The successful firm shall protect and indemnify the City of Reading and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, orders or decrees whether by the firm or the firm’s employee. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful firm for any of the above reasons.

### **Retention of and Right to Audit Records**

The City of Reading shall be entitled to audit the books and records of a firm or any subcontractor(s) to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the successful firm for a



period of ten (10) years from the date of final payment under the prime contract and by the subcontractors(s) for a period of ten (10) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City.

**ALL SUCCESSFUL BIDDERS MUST MEET THE TERMS AND CONDITIONS OF:**

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- Section 3 of the Intergovernmental Cooperation Act of 1968
- Section 109 of the Housing Act of 1974
- Title VI of the Civil Rights Act
- Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds \$10,000.
- The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act of 1990.

## **NON-COLLUSION AFFIDAVIT**

### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of the Proposer that has  
(Owner, Partner, Officer, Representative or Agent)

submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that \_\_\_\_\_ understands  
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

## **NON DISCRIMINATION STATEMENT**

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

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**BIDDER**

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**TITLE**

## SUBCONTRACTORS' SURETY AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF READING, a Pennsylvania municipal corporation, organized and existing under the Pennsylvania Home Rule Charter Act (hereinafter the "City").

and

\_\_\_\_\_, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at \_\_\_\_\_, Pennsylvania 19\_\_\_\_\_ (hereinafter the "Primary Contractor")

and

\_\_\_\_\_, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at \_\_\_\_\_, Pennsylvania 19\_\_\_\_\_ (hereinafter the "Subcontractor")

### BACKGROUND

- A. Whereas, the City and the Primary Contractor have entered into a contract for professional services related to the renovation of \_\_\_\_\_(the "Contract"); and
- B. Whereas, it is contemplated that the Primary Contractor will utilize subcontractors in its completion of the work under the Contract; and
- C. Whereas, the City desires to ensure payment to subcontractors utilized by the Primary Contractor in a prompt and expeditious fashion; and
- D. Whereas, it is the desire of the Subcontractor to receive prompt payment for any work completed by it in furtherance of the Contract.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows: The recitals contained hereinabove are hereby incorporated by reference.

The Primary Contractor hereby agrees to make payment to the Subcontractor within fifteen (15) days of its receipt of payment from the City which includes payment for services provided by the Subcontractor.

In the event that the Primary Contractor does not furnish payment to the Subcontractor, pursuant to paragraph 2 above, the Subcontractor shall notify the City of the Primary Contractor's failure to make payment in writing. Upon receipt of such notice from the Subcontractor, the City shall notify the Contractor in writing of its failure to promptly pay the Subcontractor. Upon receipt of said written notice from the City, the Primary Contractor shall have seven (7) days to make payment to the Subcontractor for work completed in connection with the Contract.

In the event that the Primary Contractor fails to make payment to the Subcontractor within seven (7) days of the City's notification to the Primary Contractor, the City shall have the ability and authority to make payment to the Subcontractor.

In the event that the City exercises its ability to make direct payment to the Subcontractor pursuant to paragraph 4 above, the City shall deduct the amount of the payment to the Subcontractor from future invoices submitted by the Primary Contractor.

The Primary Contractor shall have the duty and responsibility for providing executed Subcontractor Security Agreements to the City for any and all subcontractors to be utilized by it in furtherance of its duties under the Contract. In the event that the Primary Contractor enters into an agreement with a new subcontractor after the execution of the Contract and its having supplied the City with executed Subcontractor Security Agreements, the Primary Contractor shall furnish the City with an executed Subcontractor Security Agreement within fifteen (15) days of contracting with the new subcontractor.

In the event that the Primary Contractor fails to execute a Subcontractor Security Agreement with a new subcontractor it shall be liable to the City for payment of the entire amount of the Contract between the Primary Contractor and the new subcontractor. Said amount shall be deductible from future invoices submitted by the Primary Contractor and shall be remitted to the Primary Contractor less ten percent (10%) (the City's liquidated damages), upon presentation of an executed Subcontractor Security Agreement.

All notices and other communications required or permitted to be given to any party under this Agreement shall be in writing and shall be deemed effectively given in all respects when delivered if manually delivered, or when delivered as reflected on the return receipt if mailed postage prepaid, registered or certified mail, return receipt requested, to the address set forth below, or to such changed address which either party shall have notified the other party in accordance with this section.

If to City of Reading:           City of Reading  
  c/o \_\_\_\_\_  
  815 Washington Street  
  Reading, PA 19601

If to Primary Contractor:       \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

If to Subcontractor:           \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

The provisions of this Agreement are severable. If any provision of this Agreement shall be found to be invalid or unenforceable in any respect, such provision shall be carried out and enforced to the fullest extent permitted at law, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

This Agreement shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Pennsylvania, as applied to contracts which are to be wholly performed and entered into within the boundaries of such state.

This Agreement represents the entire agreement and understanding of the parties with regard to the subject matter contained herein, and supersedes any and all prior written and oral agreements of the parties relating to such subject matter.



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first day written above.

CITY OF READING

By: \_\_\_\_\_

Name:

Title:

Attest: \_\_\_\_\_

Name:

Title:

PRIMARY CONTRACTOR

By: \_\_\_\_\_

Name:

Title:

Attest: \_\_\_\_\_

Name:

Title:

SUBCONTRACTOR

By: \_\_\_\_\_

Name:

Title:

Attest: \_\_\_\_\_

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1

RFP:

ENGINEERING AND GENERAL  
CONSTRUCTION SERVICES FOR  
THE CITY OF READING'S 2021-  
2024 LFT FUND TO PLAN ALL  
ROAD CONSTRUCTION, PAVING,  
BRIDGES, PREVENTATIVE  
MAINTENANCE AND ADA  
COMPLIANCE

DUE DATE:

March 11, 2021  
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

- Q1. We have a lot of experience designing, administrating and inspecting municipal road programs using liquid fuel funds, including ADA ramps. Do we need to be a PennDot prequalified consultant?
- A1. The Consultant must be listed in the ECMS consultant listing.
- Q2. Does the Construction Inspector need to be PennDOT certified?
- A2. If the construction is a sub-consultant to the Consultant then no, but it would be preferred. Include the sub-consultant firm name and qualifications.
- Q3. Is there an incumbent for this contract or is it a new effort?
- A3. No incumbent.
- Q4. Are we responsible for Right-of-Way (R/W) acquisition and is any R/W acquisition anticipated for the roadway projects in this effort?
- A4. At this time and for this RFP the City does not anticipate any ROW acquisition for these projects. However, please include your qualification and experience for land rights acquisitions which may be added to the agreement if necessary.

- Q5. Are full construction management services required, or just inspection and administration?
- A5. Full construction management services and part time inspection as needed.
- Q6. Are the ADA ramps to be fully designed or Design/Build to a contractor? Same question regarding the crosswalk designs.
- A6. The City prefers to have the Consultant provide concept layout drawings showing the location and arrangement of the curb ramps and crosswalks. The contractor will provide the sealed final ramp and crosswalk designs, approved by the Consultant (for the City), with as-builts certified by the contractor and verified by the consultant. The City has concept ADA ramp and crosswalk drawings for all of the City intersections that will be available for the Consultant's use, if deemed appropriate by the Consultant.
- Q7. Can you clarify the list of streets which are to be completed in 2021?
- A7. The list of streets is a goal for the 2021 Paving Project with the intent to start this list and do as much as possible in 2021 using one or more contractors to achieve that goal. Please remove the "Liggett Ave. / Hancock Boulevard Intersection Reconstructing Project" from the list since that project is currently covered under another engineering agreement.
- Q8. Can you verify the design schedule?
- A8. The proposer shall submit a design schedule. Assume a standard time period for the construction phases.
- Q9. Will Traffic Engineering work, including traffic signal updates and permitting, be included in the scope of work?
- A9. Yes, this program will include signal upgrades and related signal permitting as necessitated by the specific projects. Typically that work includes signal permitting for the ADA curb ramp upgrades. The signal upgrade designs for the ADA ramps will be provided by the Contractor's engineering consultant with guidance and management from the City's Consultant.
- Q10. Can you verify what scope of work we should include in the time and material project cost estimate?
- A10. Provide a scope of work for the approach you propose based on the scope of work presented in the RFP. The Consultant agreement will utilize the Consultant's scope of work.

- Q11. The RFP mentions “Available Background Information”; can you provide any available technical documents associated with the Project?
- A11. The associated city documents includes the City’s GIS database information, previous project drawings and specifications, ADA curb ramps concept drawings, City standard drawings, Official Topographic Street Map, etc. which will be made available to the selected Consultant.
- Q12. Does the City of Reading require designs performed in Microstation or AutoCAD? Will CAD files be required to be provided to the contractor?
- A12. Yes, Microstation or AutoCAD will be required to be generated by the Consultant and provided to the Contractors for their use during construction.
- Q13. What is the City of Reading's anticipated annual construction budget?
- A13. Recent paving construction project budgets have typically ranged in size from \$1.5M to \$2.5M. The City wishes to increase that spending moving forward.
- Q14. Is there a page limit and font size requirements, is an organizational chart required, and is there a specific resume format?
- A14. No
- Q15. Does the City have a Price/Cost Proposal Template to use?
- A15. No. Use your format and present it so that it can become part of the scope of work and cost estimate included in the Consultant agreement.
- Q16. Should we use PennDOT approved Overhead Rates and Profit Factor Rates?
- A16. No. This is a local city agreement and PennDOT payment methods do not apply.
- Q17. Is on-site and travel mileage reimbursable?
- A17. Yes, however engineering consultants typically include mileage in the wage rates. The inspector mileage can be included as a separate billable item. Include all associated materials and mileage costs in the cost estimate.
- Q18. Is this professional services engineering RFP requesting only Firm Qualifications?
- A18. No, please submit a defined scope of work and a cost estimate, with a not to exceed price.

Q19. Is our proposal submission to include standard hourly rates for professionals?

A19. Yes, please include standard wage rates.

Q20. Is there a specific cost proposal component of the RFP?

A20. Yes, refer to the RFP, "Qualification Criteria".

Q21. The proposal submission requirements appear to be listed at the top of page 7 of the RFP which includes 7 specific bulleted items to be included in our proposal. Please confirm if these are the only submittal requirements.

A21. No, those items are the requirements for the "Qualifications". Please refer to the Scope of Work and other parts of the RFP to complete your submission.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print)\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title\_\_\_\_\_

Name (Type or Print)\_\_\_\_\_

Date\_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.2

RFP:

ENGINEERING AND  
GENERAL CONSTRUCTION  
SERVICES FOR THE CITY OF  
READING'S 2021-2024 LFT  
FUND TO PLAN ALL ROAD  
CONSTRUCTION, PAVING,  
BRIDGES, PREVENTATIVE  
MAINTENANCE AND ADA  
COMPLIANCE

DUE DATE:

March 11, 2021  
3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

- Q1. Page 3 notes a 3-year contract, but the dates listed – 2021 through 2024 – amount to 4 years. Please confirm what years the assignment will cover.
- A1. The City's goal is to pave as many streets as possible this year and next, and to continue this accelerated paving schedule over the 4 year paving period. The City will include a Term allowance in the Consultant agreement for a one-year renewal period, or longer if appropriate and in accordance with the City's term agreement policy, in an effort to meet that goal.
- Q2. Page 4 states that the City wishes to award a construction contract in April 2021. Considering the late March timeframe of selecting a consultant, as well as an approximate 4-week bid period needed for a project of this magnitude, plus the need for Preliminary and/or Final design time, will the City issue a revised target date for putting the 2021 project out to bid? If yes, what is that new target date?
- A2. Refer to the A1 above. By late July of this year, the City expects to issue a construction contract NTP to pave as many streets as possible.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print)\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title\_\_\_\_\_

Name (Type or Print)\_\_\_\_\_

Date\_\_\_\_\_





600 Eagleview Boulevard • 2nd Floor  
Exton, PA 19341  
610.640.3500  
[mccormicktaylor.com](http://mccormicktaylor.com)

REQUEST FOR PROPOSALS ○————○

# ENGINEERING AND GENERAL CONSTRUCTION SERVICES FOR THE CITY OF READING'S 2021-2024 LFT FUND TO PLAN ALL ROAD CONSTRUCTION, PAVING, BRIDGES, PREVENTATIVE MAINTENANCE AND ADA COMPLIANCE

MARCH 11, 2021







600 Eagleview Boulevard ■ 2nd Floor  
Exton, PA 19341 ■ 610.640.3500  
[mt-exton@mccormicktaylor.com](mailto:mt-exton@mccormicktaylor.com)

March 11, 2021

City of Reading  
ATTN: Tammi Reinhart, Purchasing Coordinator  
Purchasing Office  
815 Washington Street, Room 2-45  
Reading, PA 19601-3690

**RE: Engineering and General Construction Services for the City of Reading's 2021-2024 LFT Fund to Plan All Road Construction, Paving, Bridges, Preventative Maintenance and ADA Compliance**  
**McCormick Taylor, Inc. – Federal Identification No. 23-1683759**

Dear Ms. Reinhart:

We would like to thank you and City of Reading for considering **McCormick Taylor, Inc.** as a consultant to provide Professional Services for the 2021-2024 Liquid Fuels Tax Fund projects. We are pleased to present our proposal which summarizes our personnel's experience in planning all road construction, paving, bridges, preventative maintenance, and ADA compliance. We have additionally included project samples and client references which will attest to our work. We welcome the opportunity to demonstrate that McCormick Taylor, Inc. has the staff and technical expertise to fulfill the City of Reading's needs.

Established in 1946, McCormick Taylor, Inc. is a full-service engineering firm with extensive experience in providing project management, engineering services, and planning services to municipalities throughout Pennsylvania. We take immense pride in the long-term relationships developed with numerous clients who value McCormick Taylor's responsiveness and professionalism.

As you read this proposal, we hope to make three main points of consideration that validate McCormick Taylor's qualifications to the City of Reading:

1. Our Exton Municipal team is regularly responsible for providing the requested Professional Services to municipal and county clients in Berks, Chester, Delaware, and Montgomery County. Our experience allows us to provide quality program management and products.
2. McCormick Taylor is a full-service engineering firm equipped with personnel who regularly provide project management services, engineering services, and bidding services to local municipalities which allows McCormick Taylor to see projects through from start to finish.
3. Our team contains staff members that can be reached 24/7. These professionals have valuable construction knowledge and can be readily available for site meetings and field inspections.

We encourage you to contact the enclosed references who will testify to our record of accomplishments and service to local municipalities. Should you have any questions or require additional information, please do not hesitate to contact Susan Guisinger-Colón by phone at **484.873.2110** or by email at [smguisingercolon@mccormicktaylor.com](mailto:smguisingercolon@mccormicktaylor.com).

Thank you for your consideration.

X .....  
James C. Wiggans, PE ■ Chief Executive Officer

McCormick Taylor, Inc. ■ P: 215.592.4200 ■ F: 215.592.0682  
[jcwiggans@mccormicktaylor.com](mailto:jcwiggans@mccormicktaylor.com)



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MARCH 11, 2021

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FIRM PROFILE

# FIRM PROFILE

## ABOUT McCORMICK TAYLOR

McCormick Taylor is a full-service consulting firm, specializing in engineering, planning, environmental, project management, and communications. McCormick Taylor can provide the City of Reading with the personalized attention of a small engineering firm with valuable resources that can only be provided by a large regional consultant. The company is headquartered in Philadelphia, PA, and has over 400 employees spread throughout 17 offices in Pennsylvania, New Jersey, Delaware, Maryland, Virginia, South Carolina, North Carolina, and Florida. McCormick Taylor has consistently been named among the Top 500 Engineering and Top 200 Environmental Firms in the Engineering News Record’s (ENR) Industry Rankings.

Opened in 2000, McCormick Taylor’s Exton office has been recognized for providing a unique mix of services to townships, boroughs, and counties, with emphasis on municipal, bridge, highway, and traffic engineering as well as construction management and inspection to support these disciplines. Most notably, the Exton office provides program management and administrative services for transportation systems to various counties and municipalities within the Southeastern Pennsylvania region. McCormick Taylor has been providing engineering services to counties and municipal clients for over 30 years.

To further enhance McCormick Taylor’s capabilities, we have partnered with American Engineers Group, LLC (AEG). AEG is a professional consulting firm and a comprehensive MBE/DBE/SDB/SBE-certified organization that will provide geotechnical engineering and surveying services. Corporate operations function from their headquarters in Phoenixville, Pennsylvania, with additional offices located in Harrisburg and Philadelphia, Pennsylvania and Largo, Maryland.

## EXTON TECHNICAL STAFF

- Bridge Inspectors: 5
- CMCI: 4
- Highway Engineering: 7
- Structural Engineering: 2
- Systems and Operations: 1
- Traffic Engineering: 2

## PRIMARY CONTACT

To ensure the City’s needs and requirements are met, we have selected the following Professional Engineer as the Lead Contact:



**Susan Guisinger-Colón, PE,  
LEED AP**

**Assistant Director,  
Transportation Engineering**

P: 484.873.2110  
E: smguisingercolon@  
mccormicktaylor.com

Ms. Guisinger-Colón has over 24 years of experience designing and managing a wide variety of highway and bridge projects in Pennsylvania. She is responsible for the oversight and direction of McCormick Taylor’s Exton office. In addition to her management experience, she is responsible for overseeing the design of numerous projects, including county bridge replacement projects, drainage improvements, and recreation facilities. She is responsible for permit acquisitions from regulatory agencies, coordinating utility relocations, and client interactions.







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## PROJECT UNDERSTANDING



## PROJECT UNDERSTANDING

City of Reading, Berks County, Pennsylvania is currently seeking an engineering consultant to assist in the engineering and general construction for the 2021-2024 Liquid Fuels Tax Fund projects. The City is responsible for the maintenance and repair of approximately 132 miles of roadway and six (6) structures with span lengths greater than 20 feet. In addition to the significant traffic volumes that many of the City roads carry, these well-traveled roadways typically have features such as curbing, sidewalk, ADA ramps, signage, traffic signals, drainage inlets, underground utilities, line striping, on street parking and pedestrian crossings that require special consideration in both design and maintenance. Seeking a consultant to assist in the management of the City's roadways is a large undertaking and the selected firm should have practical experience and technical expertise in a variety of disciplines including roadway and intersection design, roadway maintenance, survey, stormwater management, environmental permitting, asset inventory and management, GPS and GIS data collection and access, traffic signal design and operation, ADA compliance, PennDOT and City construction standards, traffic counting, right of way acquisition and determination, and parking standards.

McCormick Taylor is known for devising effective and economical solutions to the challenges faced by local municipalities and has extensive experience in providing a wide range of project management and engineering/planning services on their behalf. We assist our municipal and county clients by working collaboratively to identify technical needs, delivery time frames, available funds, and the concerns of planning partners. We take a flexible approach to managing these types of contracts, to accommodate

the constantly changing demands and pressures faced by municipal administration and government. We have extensive experience in the planning, design, bid package development, procurement, and construction management of annual roadway improvement programs in accordance with the requirements of the Pennsylvania State Liquid Fuels Fund. This funding source requires the plans and appropriate forms be submitted to PennDOT Municipal Services to obtain project approval to expend the monies. McCormick Taylor has successfully obtained approvals from PennDOT on numerous projects utilizing Liquid Fuels Tax Funds on behalf of municipalities and counties. In addition, we have multiple ADA design contracts for the City of Philadelphia and for PennDOT. We have also completed the review of design/build ramps as part of our Montgomery County contract. Through these contracts, we have designed and reviewed thousands of curb ramps, each facing different design challenges. Through our extensive experience, we are confident that we can offer the City of Reading the expertise needed for the successful completion of this project from inception through construction.

In preparation of McCormick Taylor's response to this RFP, a field representative visited the City to review the proposed scope of work as provided. On the next page is a map of the City of Reading highlighting the work locations and categorizing conditions as a preliminary assessment of the proposed roads. Our initial evaluation of the areas has identified a need for ADA improvements with associated signal/accessibility upgrades at multiple intersections within the scope, and significant base repairs or full depth restoration as part of the roadway rehabilitation work. Several locations



within the scope were noted to have been recently paved in part, possibly as a result of pavement restoration associated with utility work.

McCormick Taylor is familiar with the requirements of infrastructure maintenance and has ample experience assisting our public sector clients in the management of these critical assets, including completing a Road Maintenance Planning Program for Montgomery County. This program included a systematic plan for the rehabilitation of approximately 75 miles of County Roadways. In addition, we have completed the Annual Road Programs for Montgomery County, Westtown Township, Chester County and Media Borough, Delaware County for several years. Since 2014, we have been able to assist Montgomery County with repaving 55 miles of County owned roadways and another 3.08 miles of park entrance roadways.

Roadways are only one component of the infrastructure that must be maintained by the City. Based on the Bridges on Local Route System spreadsheet generated by PennDOT and data obtained through PennDOT's Bridge Management System, we understand that the City of Reading owns and maintains six (6) bridges with span lengths greater than 20 feet. All of these structures are in overall fair condition or better, based the most recent bridge inspections. Knowing this, McCormick Taylor can assist the City with reviewing the priority maintenance items identified in the inspection report to develop a Bridge Maintenance Program to maintain or enhance the current condition of the inventory.

Intrinsic to the management of a road and bridge program, is the forecasting, preparation and management of the liquid fuels budget for capital equipment, capital projects and the operating budget including quarterly reports, five-year cash flow projections, annual performance measures and the required bond fund projections. This work is likely already completed by in-house staff, but it is re-assuring to know that the engineering consultant supporting the department fully understands the planning and budgeting process. Our staff works regularly with Finance Departments and has experience in the liquid fuels audit process and can assist in meeting the needs of the auditors.

For over three decades, McCormick Taylor has been assisting local municipalities with infrastructure maintenance, repair, rehabilitation, and replacement projects. This experience provides us with the understanding and qualifications necessary to meet the needs of the City of Reading.







BRIDGES, LENGTH 20' OR GREATER

										Weight Limit		Condition Rating					
BRKEY	BRIDGE_ID	"LOCATION / STRUCTURE NAME"	"FEATURE CARRIED"	"FEATURE INTERSECTED"	LENGTH (Feet)	# Spans	"Structure Type"	"YEAR BUILT"	"POST STATUS"	"Single (Tons)"	"Comb (Tons)"	DECK	SUP	SUB	CULV	Overall Condition	ADT
53607	06 7301 0000 0001	ANGELICA PARK	ST BERNADINE ST	ANGELICA CREEK	36	1	Concrete(precast), Arch culvert	2017	OPEN	--	--	N	N	N	8	Good	500
5483	06 7301 0000 0002	COURT ST.BRIDGE	COURT ST.	NORFLOK SOTHERN RR	66	1	P/S, I beams	1969	OPEN	--	--	7	7	6	N	Fair	2,500
5485	06 7301 0000 0004	NEAR ALVERNIA COLLEGE	UPLAND AVENUE	NORFOLK SOUTHERN RR	114	1	P/S, I beams	1988	OPEN	--	--	6	7	7	N	Fair	2,500
5486	06 7301 0000 0005	NB PA 183 IN READING	FRONT STREET	NORFOLK SOUTHERN RR	54	1	P/S, Box beam - adj	1986	OPEN	--	--	6	6	6	N	Fair	5,000
41578	06 7301 0000 0006	READING MUSEUM	MUSEUM ROAD	WYOMISSING CREEK	50	1	Concrete(in place), Arch deck - closed	1930	OPEN	--	--	N	6	5	N	Fair	4,000
5036	06 2005 0040 0300	5TH ST BRIDGE	US 222 BUS	NORFOLK SOUTHERN RR	68	1	Concr. encased steel, Girder riv/thru	1936	POSTED	29	40	5	5	5	N	Fair	8,573





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**SCOPE OF WORK**

# SCOPE OF WORK

McCormick Taylor proposes the following detailed scope of services that will be provided as part of this contract.

## TASK 1 - ROADWAY FIELD VIEWS

McCormick Taylor will perform a detailed site visit to the 11 identified roadways for 2021 to determine the extent of repairs needed at each project location. Every year after, the selected roadways will be field viewed to ensure that the bid documents reflect the site conditions at the time of the bid package preparation. These field views will inventory the roadways to identify the existing defects. In addition, the roadway length and width will be verified for each street, and any need for additional work such as base repair, curb repair and/or stormwater management improvements will be documented on a base map to ensure that all existing deficiencies are addressed during construction.

During the field views, McCormick Taylor will focus on drainage conditions that may be contributing to road deterioration. Water infiltration, whether through surface or roadside deterioration, can be a significant factor contributing to pavement failures, and will be given proper consideration. Any required repairs identified in the field will be catalogued and discussed with the City. After review with the City, the areas of concern will be shared with the design team to analyze solutions and ensure that all existing deficiencies are addressed during construction.

Based on the scoping field view completed for the 2021 roadways listed in the RFP, there are a significant number of ADA ramps located on the roadways identified for paving. Therefore, all ADA ramps will be inventoried, and a determination made as to whether or not upgrades are required to meet current design standards.

## TASK 2 - CONCEPTUAL ADA RAMP LAYOUTS

As part of the field view, McCormick Taylor will have identified all ADA Ramp locations requiring upgrades to meet current design standards in accordance with PennDOT Publication 72M. Based on the existing site conditions, the type of curb ramp to be installed will be identified and documented on

a map to be included as a Design/Build component of the contractor's contract. Any signal equipment requiring upgrades will also be identified and included in the bid tabulation for the contractor's consideration. Revisions to the signal plans will be the responsibility of the contractor once the ADA ramps have been designed to incorporate the needed signal/accessibility upgrades at each corner of the intersections.

## TASK 3 - UTILITY COORDINATION

At the onset of the project, letters will be sent to all affected utility owners notifying them that the City will be completing paving operations and any upcoming utility upgrades or relocations will need to be completed prior to these operations being implemented. Coordination with utility companies will need to be initiated early and often to ensure that the utility companies can complete all necessary relocations either prior to or coordinated with the contractor as to not delay the construction schedule. The biggest impact to existing facilities will occur when there is a need to relocate signal equipment as it relates to the installation/upgrades of ADA ramps to current standards. If pedestrian stub poles are required to be installed, the foundation may impact an existing utility requiring coordination be completed on behalf of the City.

In addition, the City could require that any utility work that results in the opening of the roadway within 5 years after the completion of the City's paving project will require either infrared patching, and half or full width mill and overlay depending on the utilities' scope of work.

## TASK 4 - PREPARATION OF PLANS AND SPECIFICATIONS

McCormick Taylor will utilize the City's GIS shape files to generate a base map for the Road Program and supplemented to incorporate utilities or other features identified as part of the field views. These maps will include all necessary information pertinent to completing the identified repairs on each roadway included in the Annual Road Program. The map will identify the limits of work and type of ADA ramp



proposed at each location. Furthermore, existing pavement markings will be reestablished or upgraded as needed in the field upon the completion of paving operations.

Specifications for construction will also be included as part of this task. PennDOT approved items will be utilized for this project in accordance with PennDOT Publication 408, 2020 Edition and any updates. Specifications will be provided for any items that deviate from the standard items listed in Publication 408 or are non-standard items that do not have a standard specification provided in Publication 408.

The following will be provided to the City as part of this task to be included in the Bid Package:

- a. Roadway Maps
- b. Construction Specifications
- c. Bid Form

## TASK 5 - MEETINGS & COORDINATION

Collaboration with project stakeholders, including adjacent property owners, emergency services personnel, and the City is imperative to ensure that the needs and requirements of all concerned parties are adequately addressed. Prior to the scheduled meeting, an agenda or meeting strategy will be prepared and circulated and as required, handouts covering each meeting's topic of discussion will be prepared by qualified members of our staff. Handouts will include figures, photographs, text, and other information as necessary to provide a useful summary of material presented at the meeting. Clear and concise meeting minutes will be prepared and distributed to all attendees within one week following all meetings.

## TASK 6 - RIGHT-OF-WAY COORDINATION

If any proposed work associated with the construction of the ramps is required outside of the legal Right-of-Way, McCormick Taylor will generate and send a cover letter and an Authorization to Enter – Waiver of Claim to each affected property owner as acquisition and/or easements are not necessary for the installation of ADA pedestrian ramps; however, authorization to enter the property is required. If the property owner does not respond, a letter identifying that the

installation of the pedestrian facility will not be made and the implications it will have on the property owner should a claim be filed against the City will be sent for further consideration.

## TASK 7 - PENNDOT COORDINATION

McCormick Taylor can assist with the City's Liquid Fuels Program, overseen by PennDOT Municipal Services. Prior to the start of construction, McCormick Taylor will make the necessary submissions to PennDOT to obtain the required project number. The construction plan set, specifications and cost estimate along with the MS-329 form will be submitted to PennDOT District 5-0 after the contract is awarded to the winning bidder. Once a project number has been assigned, McCormick Taylor is able to assist in the compilation of all necessary MS-999 forms and project closeout. If the City of Reading utilizes dotGrants, a PennDOT grant management system, McCormick Taylor has extensive experience in navigating the system which will allow us to assist the City with the submission of all required construction documentation and project closeout.

## TASK 8 - CONSTRUCTION MANAGEMENT AND INSPECTION

The McCormick Taylor team will provide a qualified full time construction manager and part time inspector during the construction phase of projects. We have numerous qualified inspectors that meet PennDOT TCM, TCIS and TCI classification requirements per PennDOT's Scope of Work for Municipal Projects. Based on the timing as well as the scope of the construction, we will determine the specific staffing requirements and assignments when the projects are advertised for construction.

The inspector will keep accurate records of all materials and workmanship, will take field measurements, prepare as-built drawings for any field changes, and serve as liaison for the City of Reading. We will maintain a daily log of construction activities including extensive photo documentation and inform the City of our findings. As part of this effort, McCormick Taylor will complete the following tasks, to ensure that the City's project is completed successfully, including but not limited to:





- Pre-Construction Meeting
- Project Scheduling
- Communicate Effectively with all stakeholders
- Review and approve Source of Supply
- Materials Acceptance Testing and Quality Control
- Ensure Safety Plan is followed
- Shop Drawing Submission
- Prepare Estimates
- Job Progress Meetings
- Progress Payments
- Photo Documentation
- Daily Field Documentation
- As-Built Drawings
- Conduct Final Inspection
- Close-Out Documentation

Our inspectors are NICET certified, NECEPT certified or degreed engineers with experience and training in roadway and bridge construction inspection. The inspector will work a schedule to match the working hours of the contractor and will be available to answer questions from the public, City or contractor. The inspector will consult with the design engineer when any discrepancies or field changes are encountered.

All of our inspectors are familiar with the PennDOT construction procedures including project administration in accordance with PennDOT’s Project Office Manual, sampling and testing in accordance with PTM #1, minimum specification requirements in accordance with PennDOT Pub 408, PennDOT approved construction materials as listed in Bulletins #14, 15, 41 and 42, and PennDOT standards for Bridge Design, Bridge Construction, Traffic, and Roadway. In addition, all of our inspectors have worked directly with contractors as an owner representative on past projects.

TASK 9 - ASSESSMENT OF CITY-OWNED ROADWAYS

McCormick Taylor will prepare an engineering design report to be utilized to develop the City’s Road Program through 2024. The team will conduct field views of the 132 miles of City owned Roadways to analyze and document the existing conditions of each street. The report will make

recommendations for the rehabilitation and repairs within the Road Program budget limitations.

COMPREHENSIVE ROADWAY MAINTENANCE PROGRAM

McCormick Taylor will develop a Road Maintenance Program for the systematic resurfacing, restoration, and/or rehabilitation of City roads through 2024. The program will provide a prioritized schedule of road maintenance activities with estimated project costs. This schedule will be generated utilizing input of City staff and taking into account the financial limits of the annual budget.

Field view inventories of all roads will be completed including the verification of roadway length, width, and any need for any additional work such as base repair and/or stormwater management improvements. The field view data will lead to the development of recommended road repairs consisting of resurfacing, restoration, and/or rehabilitation. A recommended goal of this Program will be to establish a means and method for performing preventative maintenance.



Extensive field views for each City road will be completed to evaluate the nature and extent of pavement conditions, including the assessment of defects such as the following:

- Potholes
- Lane rutting
- Alligator cracking
- Raveling
- Shoving
- Corrugations
- Polished aggregate
- Skid resistance
- Utility patches
- Unstable subgrade
- Deficient drainage
- Ice buildup

The inspection and rating of each road will be based on accepted standards, including PennDOT Publication 36 – Pavement Condition Survey Field Manual. This reference provides a numerical grading system for each pavement defect, taking into account both the extent of distress and its relative seriousness. This will allow for the quantification of roadway conditions and will assist in setting maintenance priorities. The rating of roads in this manner is not an absolute method but a relative method to compare pavement conditions within the City. For this reason, it is imperative that all the roads are rated by the same individual(s) so that consistency and uniformity in the ratings are established.

The field views will also focus on drainage conditions that may be contributing to road deterioration. Water infiltration, whether through surface or roadside defects, can be a significant factor with pavement failures, and will be given due consideration during the field views and subsequent evaluations.

Based on the results of the field views, McCormick Taylor will make recommendations for roadway maintenance of the approximate 132 miles of City roads. Recommendations may include, alone or in combination:

- Pavement overlay
- Subgrade undercutting
- Milling and resurfacing
- Geotextile reinforcement
- Leveling and/or crown restoration
- Widening or shoulder improvements
- Base repair
- Drainage improvements

## TASK 10 - BRIDGE MANAGEMENT SERVICES

McCormick Taylor will assist the City with any needed repairs and priorities identified to City owned bridges or culverts. Based on the Bridges on the Local Route System spreadsheet, the City owns six (6) bridges with a span length greater than 20 feet. Our team can review the NBIS inspection reports to assess the issues and maintenance items identified. McCormick Taylor has extensive experience is generating bid documents for the repair of bridge deficiencies.

Where appropriate and if requested by the City, McCormick Taylor will provide bridge inspection, maintenance and repairs recommendations. For structure with a span less

than 20 feet, federal guidelines do not require the structures to be inspected yet they could have a significant impact on the traveling public should it need to be closed. Additionally, where necessary preliminary engineering, final design and construction consultation services for the repair, rehabilitation or replacement of City owned structures can be provided. As such, McCormick Taylor will produce plans, specifications, and estimates consistent with PennDOT, FHWA and all other applicable requirements. Our bridge design projects comply with AASHTO's current Bridge Design Specifications, PennDOT's Bridge Design Manual and Standard Construction Details. Our staff is very familiar with the use of PennDOT's Standard Specifications, and the writing of special provisions when required. Standard bridge construction and repair methods and details are referenced using PennDOT Publication 408 and Publication 218M – Bridge Design Standards and Publication 219M – Bridge Construction Standards.





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TEAM QUALIFICATIONS

# PROFESSIONAL QUALIFICATIONS SUMMARY

McCormick Taylor, Inc. is known for devising effective and economical solutions to the challenges faced by local municipalities and has extensive experience in providing a wide range of project management and engineering/planning services. We assist our municipal and county clients by working collaboratively to identify technical needs, delivery time frames, available funding, and the concerns of planning partners. We take a flexible approach to managing these types of contracts to accommodate the constantly changing demands and pressures faced by municipal administration and government.

## ROAD MAINTENANCE PROGRAM SERVICES

McCormick Taylor has been responsible for the planning, design, bid package development, procurement, and construction management of annual roadway improvement programs in accordance with the requirements of the Pennsylvania State Liquid Fuels Fund for over 15 years. McCormick Taylor’s staff develops preliminary cost estimates and works with municipalities to select the appropriate improvements that will provide the greatest value within budgetary limitations. We assist our clients in determining which roads are to be rehabilitated or reconstructed. Our team is tasked with design of all roadway, grading and stormwater management improvements; development of all construction documents, specifications, public bid documents; and contract administration and construction management services.



McCormick Taylor also specializes in developing comprehensive Long-Term Road Maintenance Planning Programs for the systematic maintenance and repair of locally owned roads, within the limits of annual budgeted resources which includes field investigations, recommended repairs, cost estimation, prioritization, and scheduling. With this, a planning program that evenly distributes anticipated costs associated with the maintenance needs is created as a long-standing budgeting tool for the municipality. This further demonstrates that we are qualified to evaluate a roadway system and plan and design the necessary improvements to maintain a safe and desirable roadway.

## ENGINEERING ADA RAMP DESIGN/REVIEW

McCormick Taylor regularly designs and reviews projects which require ADA complaint ramps for local municipal, county, and state clients. Our engineers and technicians utilize AutoCAD Civil 3D, MicroStation V8i, and ArcGIS to provide engineered design plans for our clients. With vast PennDOT experience, our design team has proven we can execute the design of all aspects of a traffic or pedestrian related project. This experience also affords us the required knowledge of the state regulations defined by PennDOT Publications and the Americans Disability Act (ADA). We have designed, reviewed, and inspected ADA handicapped ramps with detectable warning surfaces (DWS) on behalf of PennDOT and local municipalities, and completed Technically Infeasible Forms (TIF) when necessary. Our plans provide clear and concise designs to prevent misinterpretations in the field.

## BIDDING AND PROCUREMENT SERVICES

McCormick Taylor, Inc. will develop technical specifications and plans as required to meet the project requirements and will request and receive Prevailing Wage Rates as needed. We will prepare a bid package and submit the bid package to the City for review and approval prior to advertisement. McCormick Taylor will work with the City of Reading to arrange a pre-bid meeting, when required, to review the scope of the project and will provide a potential bidders list for the City’s use in distributing a bid notification. We will assist the City





by responding to written requests for clarification submitted from perspective bidders and assist in the preparation of addenda as they relate to technical components of the project.



Upon the City's review of the procedural acceptance of the bids, McCormick Taylor will assist in the review of the bids, and determine if there are errors or omissions that would disqualify an apparent low bidder. We will verify references where applicable, and upon our confirmation of the low bid, we will provide the City with a recommendation of award.

McCormick Taylor can also assist Reading with "eProcurement" services through the use of PennBID. We have repeatedly utilized this no cost service with great success for our municipal clients. Our staff has received on-site personalized training directly from the developer of PennBID and we are very knowledgeable of the specific benefits this service can provide for each customized bid process.

## CONSTRUCTION SERVICES

McCormick Taylor's Construction Team will provide construction management, onsite inspection, review of construction cost estimates, invoice review and processing, onsite conflict resolution, resident complaint resolution, agency coordination and project close-out.

McCormick Taylor has provided Construction Management and Inspection for numerous municipal clients for roadway re-surfacing, drainage improvement, bridge rehabilitation and replacement, and passive and active recreational projects. This diversity in public project experience affords our inspection and construction management staff the expertise needed to solve challenging construction problems with confidence and sound decision making. In addition, we have provided construction management and construction inspection services for state and federally funded capital projects including numerous roadway and bridge projects.

Our inspectors have the required certifications identified by PennDOT. Some of these certifications include NICET, ACI, NECEPT for concrete and bituminous materials allowing our inspection team to provide the services needed by local municipalities. Our degreed engineers have experience and training in both construction management and inspection. Our inspection team have qualified inspectors that fully meet PennDOT TCM, TCIS and TCI classification requirements per PennDOT's Scope of Work for Municipal Projects.

Our inspectors conform to a schedule to match the working hours of the contractor and will be available to answer questions from the public, City, stakeholder agencies or contractor. The inspector will consult with the design engineer when any discrepancies or field changes are encountered. Our inspectors keep accurate records of all materials and workmanship, will take field measurements, prepare as-built drawings for any field changes, and serve as liaison for the City. We will maintain a daily log of construction activities including extensive photo documentation and update the City of our findings. Our inspectors regularly reference and have a working knowledge of the PennDOT construction publications and manuals.

In addition to inspection, our field staff is knowledgeable of current testing requirements and will oversee material acceptance and verification testing in accordance with local, PennDOT, and FHWA standards and procedures including but not limited to:

- Obtain and review the contractor's Quality Control Plan and monitor material acceptance.
- Ensure contractor compliance with guidelines for material sampling.
- Review all source of supply submittals for compliance with PennDOT Bulletin 15.
- Ensure that PennDOT Form CS-4171 material certifications are received for all applicable materials incorporated into the project.
- Witness required onsite acceptance testing at the point of placement for all required materials.
- Select material sampling points in accordance with PennDOT Test Method No. 1. Testing will be performed in accordance with the PennDOT Project Office Manual.



At the conclusion of the project, McCormick Taylor provides our clients with complete auditable construction files including all photo documentation, shop drawings, as-built drawings, engineering and field calculations and measurements, material submittals and certifications, labor compliance documentation, daily field reports, and field and laboratory testing data so that these records can be used for future reference.

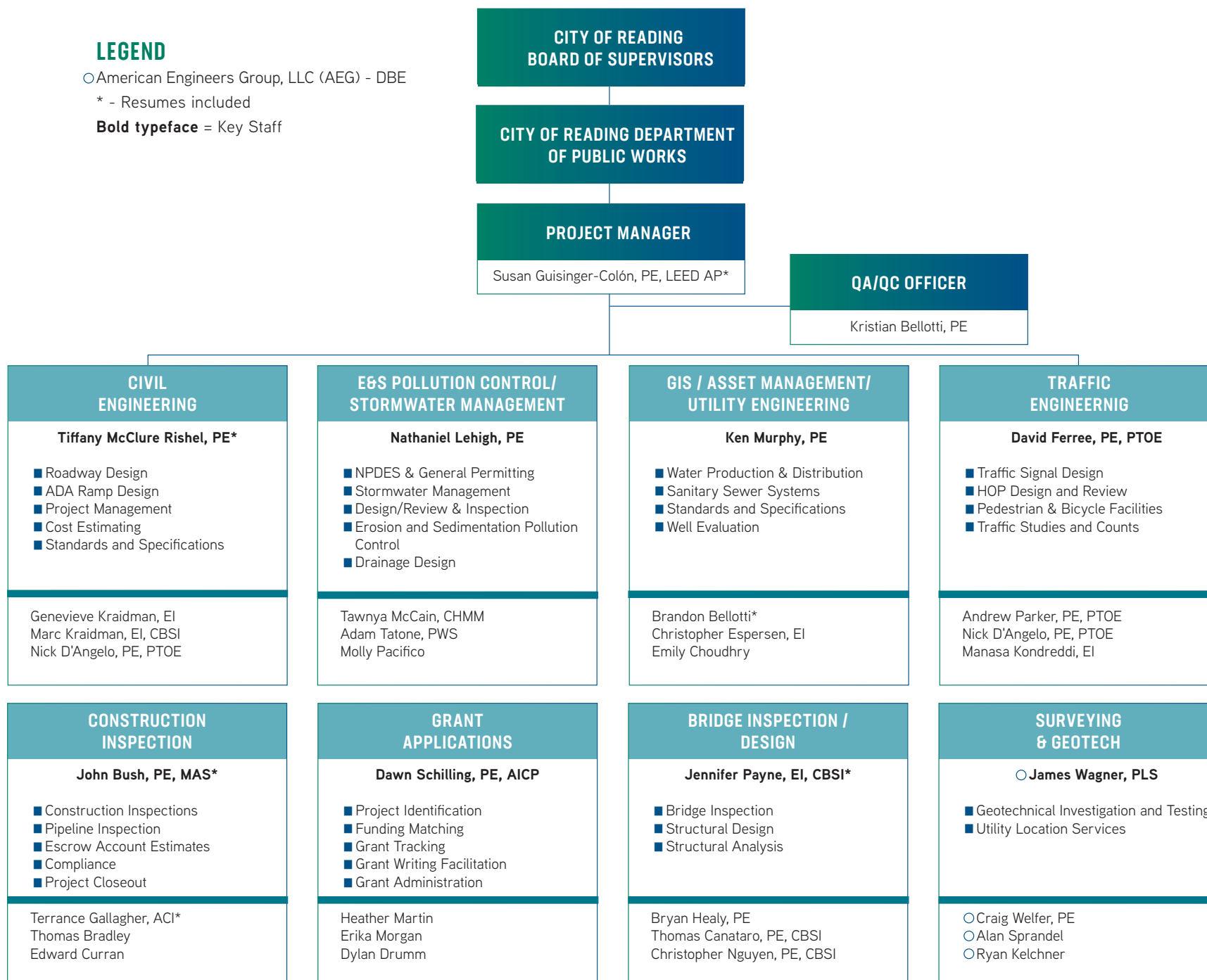
For more information on our project team, please review our organizational chart and key personnel resumes on the following pages.



**LEGEND**

○ American Engineers Group, LLC (AEG) - DBE

\* - Resumes included

**Bold typeface** = Key Staff



# SUSAN GUISINGER-COLÓN, PE, LEED AP

PROJECT MANAGER

## ABOUT

### EDUCATION

B.S., Environmental Resources and Forest Engineering, State University of New York, College of Environmental Science and Forestry, 1997

### PROFESSIONAL REGISTRATIONS

Professional Engineer:  
▪ Pennsylvania # 060942  
Leadership in Energy and Environmental Design Accredited Professional, 2009

### SUMMARY OF EXPERIENCE

Ms. Guisinger-Colón has more than 22 years of experience designing and managing a wide variety of projects in Pennsylvania. She is responsible for the oversight and direction of McCormick Taylor’s Exton office. She is currently responsible for the management of Montgomery County’s roads and bridges. In this capacity, she is responsible for identifying and prioritizing the maintenance of these facilities, tracking the progress of all projects in design and construction, and attending meetings on behalf of the County.

In addition, she has extensive experience in the review and design of numerous other highway and residential/commercial land development projects in Pennsylvania and Virginia. She has been responsible for elements of designs that have included landscape and lighting, sanitary sewer and water main systems, roadway/driveway intersection upgrades, and highway reconstruction.

## EXPERIENCE

**Administration and Management of Montgomery County Roads and Bridges, Montgomery County, PA** Currently serving as the Senior Project Manager responsible assisting the County with the administration and management of 75 miles of roadway and 131 structures. Work includes management of federally and state funded road and bridge rehabilitation and reconstruction design projects, coordination with PennDOT on behalf of the County, emergency road and bridge repairs, identification and management of Act 13, \$5.00 local use fee, and capital projects. Ms. Guisinger-Colón is also responsible for coordinating with the two roads and bridge crews, recommendations for the Transportation Improvement Plan, management of the assessment and prioritization of the road program, the Capital Improvement Plan, representing the County at meetings, and coordination of status meetings with the Roads and Bridges Administrator. Since 2014, she and her team have been instrumental in assisting the County with repaving and rehabilitating 55 miles of roadways and 3.08 miles of County park entrances. In addition, she has assisted the County with the completion of 29 bridge repair, rehabilitation and replacement projects.

**Delaware County Bridge Program, Delaware County Dept. of Public Works, Delaware County, PA** Currently serving as the County Bridge Engineer for 45 County-owned bridges and the Contract Manager for the design of federally funded bridge replacement projects within Delaware County. Work includes funding acquisition, contract management, scoping, oversight of design, right of way acquisition, utility coordination, and construction management and consultation. Even prior to project design, provide evaluation of all county owned bridges to determine which will be programmed on the County’s transportation improvement plan.

**Administration and Management of Montgomery County Parks, Trails and Historic Sites, Montgomery County, PA** Currently serves as the Senior Project Manager responsible for assisting the County with the administration and management of the bridges, culverts and pipes within this division. Work includes identifying all of the structures, inspection of the structures, development of a Capital Improvement Plan, and management of design projects.

**Administration of the Berks County Bridge Program, Berks County, PA** As the Senior Project Manager, Ms. Guisinger-Colón was responsible for overseeing the preparation of bid documents and obtaining the required DEP permits for bridge maintenance projects. Ms. Guisinger-Colón also assisted the County with coordinating the federally and state funded bridge projects with PennDOT.

**Church Road Culvert over Tributary #2 to Valley Creek, Tredyffrin Township, Chester County, PA** Served as the Project Coordinator for the emergency replacement of the Church Road Culvert, carrying Church Road over a tributary to Valley Creek. Ms. Guisinger-Colón was responsible for the oversight of the preliminary and final design tasks and Quality Control reviews for this \$500,000 fast-tracked project. She was also responsible for construction consultation tasks, including final review of bids, and invoice review and approval.







# TIFFANY McCLURE RISHEL, PE

CIVIL ENGINEERING LEAD

## ABOUT

### EDUCATION

B.S., Civil Engineering,  
University of Delaware, 2003

### PROFESSIONAL REGISTRATIONS

Professional Engineer:

- Pennsylvania #076275
- Virginia, #0402049427
- Delaware, #15259
- Maryland, #36196

### SUMMARY OF EXPERIENCE

Ms. McClure Rishel has nearly 17 years of broad professional engineering experience. Ms. McClure Rishel has designed and managed numerous roadway and bridge replacement design projects for counties and municipalities in Pennsylvania, including Montgomery County, from preliminary design through construction. She has designed and managed projects of all types, from ADA ramp design, roadway construction, and bridge replacement projects. Ms. McClure Rishel currently assists Delaware, Chester and Montgomery Counties with all aspects of their program administration.

Ms. McClure Rishel is experienced in assembling and reviewing PS&E bid packages as well as technical oversight and mentoring of entry to mid-level engineers. She also has experience in construction consultation for multiple bridge projects to assist not only the counties but also the contractors by quickly addressing requests for information (RFI) and shop drawing approvals. Her ability to work across disciplines ensures that she will be successful in getting our team to deliver on this project.

## EXPERIENCE

**River Road Extension, City of Reading, Berks County PA** Project Manager responsible for managing and reviewing the design of horizontal and vertical alignments, maintenance and protection of traffic, erosion and sediment control, utility coordination, drainage design, and stormwater management. The project includes the redesign of an intersection of Schuylkill Avenue (SR 183) and Windsor Street from a six-legged intersection to a four-way intersection, eliminating the current access from Bridge Street and Eberhart Street, to construct a collector road between Windsor and Spring Street that aligns with Lincoln Street, upgrading Spring Street between Lincoln Street and the Schuylkill Avenue bridge. The purpose of this project is to improve pedestrians and bicycle access throughout the project limits and to the Schuylkill River Trail that is located adjacent to and within the project limits.

**Berks County Bridge 32D - Pinnacle View and Kempton Rod and Gun Club Bridge Demolition, Berks County, PA** Project manager responsible for the oversight, daily coordination of the design and permitting of the project. The project consists of the replacing the existing superstructure carrying Pine Creek Road over Pine Creek in Albany Township. This project also included the demolition of the abandoned stone masonry structure located downstream which is in poor condition.

**Swamp Creek Bridge, Berks County Bridge 40C, Berks County, PA** This project consisted of the removal of Berks County Bridge 40C and the adjacent Township owned culvert on Schlegel Rd in Colebrookdale Township, PA. Serving as the project manager responsible for client coordination, coordination with local school district and municipalities, management of daily tasks and the design of horizontal and vertical alignments, maintenance and protection of traffic, erosion and sediment control, utility coordination. Ms. McClure Rishel also coordinated with property owners for right-of-way acquisitions.

**Dermond Park - ADA & Parking Lot, Upper Darby Township, PA** Project Manager for Dermond Park ADA Ramp and Parking Lot Design. Ms. McClure Rishel's responsibilities included coordination with the client, oversight of drainage design, hand grading of all ADA ramps, sidewalks, and parking lot, parking lot configuration design, and developing construction plan sheets, details, and quantity estimate.

**Montgomery County Roads and Bridges Consultant, Montgomery County, PA** Currently serving as the Project Manager/Lead Reviewer responsible assisting the County with design projects associated with the administration and management of 75 miles of roadway and 131 structures. Work includes federally and state funded road and bridge rehabilitation and reconstruction design projects, emergency road and bridge repairs, and capital projects. Ms. McClure Rishel is responsible for the review of bridge and roadway reconstruction projects on behalf of the County along with the design and review of maintenance and repair design projects.





# JOHN BUSH, PE, MAS

CONSTRUCTION INSPECTION

## EXPERIENCE

### ABOUT

#### EDUCATION

M.A.S., Civil and Environmental Engineering, University of Delaware, 2008  
B.S., Geology, Indiana University of Pennsylvania, 1996

#### PROFESSIONAL REGISTRATIONS

Professional Engineer:  
▪ Pennsylvania, #PE-081358  
▪ Delaware, #16612

#### SUMMARY OF EXPERIENCE

Mr. Bush is a Civil Engineer and Project Manager for McCormick Taylor. He has over 22 years of experience with highway and bridges, working in both the public and private sectors. His expertise lies in construction management with responsibilities that include team operations and quality control, public and status meeting attendance, and overseeing client contact and satisfaction. His experience with bridge and roadway maintenance includes organizing, scheduling, and the physical repair of the bridge or roadway.

Mr. Bush also has extensive purchasing experience working with county and state governments, writing contract language, and ensuring procurement requirements are met. He is well-versed in PennDOT standards, specifications, project requirements, as well as project documentation requirements.

**Construction Inspection of the Chestnut Street Bridge Replacement, Downingtown Borough, PA** Mr. Bush is the Project Manager on the \$5.9 million bridge demolition and bridge replacement over three Amtrak and two Norfolk Southern lines in Downingtown Borough. Work includes project coordination of all stakeholders, running progress meetings and providing minutes, and reviewing all correspondence (within PPCC and other methods) between contractor, designer, owner, utilities, and rail lines.

**Construction Inspection of Berks County 40C – Schlegel Road over Swamp Creek in Colbrookdale Township, Berks County, PA** Mr. Bush is the Project Manager on the demolition of Berks County Bridge. The bridge will be replaced by cul-de-sacs. Mr. Bush is responsible for reviewing all Request for Information and Safety Plan, ensuring payrolls are certified, reviewing and approving applications for payment from contractor, ensuring proper inspection staffing on the project, and review/approval of inspectors field reports.

**Construction Inspection of Berks County 46G – Zettlemoyers Bridge Long Road Over Maiden Creek in Greenwich Township, Berks County, PA** Mr. Bush is the Project Manager on the rehabilitation of the existing steel platt through-truss bridge for Berks County. The scope of repairs will include the replacement of members in kind with high strength steel in the truss and other components of the superstructure and floor system. Mr. Bush is responsible for reviewing all Request for Information and Safety Plan, ensuring payrolls are certified, reviewing and approving applications for payment from contractor, ensuring proper inspection staffing on the project, and review/approval of inspectors field reports.

**Delaware County Bridge 233, Temple Road, Concord Township, Delaware County, PA** Mr. Bush designed the rehabilitation of this one-span bridge. Work included concrete deck repairs, approach pavement, scarification, and a latex overlay of this bridge.

#### *Previous Experience Prior to McCormick Taylor:*

**Delaware County Maintenance, Pennsylvania Department of Transportation, Media, PA** As Assistant County Maintenance Manager, one of Mr. Bush’s responsibilities was the annual PennDOT Surface treatment program. Identifying roadways, limits, potential special needs for the annual project, ensuring any ground utility infrastructure improvement were not planned within the limits, and keeping within budget. Other responsibilities included plans, programs, and cost estimates for various maintenance activities, surface patching, drainage, snow removal, structural integrity of bridges, and other essential preventative maintenance projects. He works in tandem with the PennDOT Permits Division to schedule work and report issues, promote relationships with the township, borough, and state officials in resolving potential concerns. Mr. Bush also evaluated bridgework orders from the District and gauged which can be done by the Department Force versus being bid to contract. Mr. Bush supervised four roadway crews totaling 40 people. (2002 - 2013)





# TERRENCE GALLAGHER, ACI

CONSTRUCTION INSPECTION

## EXPERIENCE

### ABOUT

**EDUCATION**

B.S., Computer Science, West Chester University, 2007

**PROFESSIONAL REGISTRATIONS**

ACI, Pennsylvania, #19334-1014

**SUMMARY OF EXPERIENCE**

Mr. Gallagher joined McCormick Taylor’s Exton office in January of 2014. He has over 16 years of experience in the construction industry, working in various aspects of construction management. He has administered a wide range of projects for municipal clients, including annual road maintenance programs, public infrastructure improvements, and inspection of subdivision and land development construction. He has extensive knowledge of erosion and sediment controls, sanitary sewer construction (gravity and low-pressure), stormwater Best Management Practices (BMP), and roadway construction. In addition, Mr. Gallagher has successfully coordinated MS4 program compliance and reporting for several municipalities, and has implemented effective inflow and infiltration mitigation plans for aging sanitary systems. Mr. Gallagher’s areas of expertise also include construction estimating and database development.

**Franklin Mint Construction, Middletown Township, PA** This project involves the construction of a new Pennsylvania State Police Barracks, hotel, and three commercial pad sites in addition to new Township roadways and associated storm sewer systems. Mr. Gallagher’s role consisted of escrow establishment, shop drawing submittal review, construction oversight of major improvements, and regular reporting to Middletown Township.

**Franklin Station, Middletown Township, PA** This project involves the construction of 273 new townhomes, new Township roadways, and associated storm sewer systems. Mr. Gallagher’s role consisted of escrow establishment, shop drawing submittal review, construction oversight of major improvements, and regular reporting to Middletown Township.

**LaFayette Road Culvert, West Brandywine Township, PA** Mr. Gallagher provided design, bidding, and construction management services for the replacement of a failed culvert with a new precast concrete box culvert. Work included environmental permitting, material procurement, storm sewer replacements, culvert installation, and roadway improvements.

**Economy Lot Drainage Repairs, Philadelphia Parking Authority (PPA), Philadelphia International Airport, Philadelphia, PA** Mr. Gallagher was responsible for design, construction management, and inspection for this project. This project involved the rehabilitation of the storm sewer system within the 50-acre PPA parking lot situated at the Philadelphia International Airport. Work included the assessment of the existing system and the implementation of cured-in-place pipe lining technologies. Mr. Gallagher’s duties included system evaluation, preparation of specifications and estimate, and contract management.

**Road Maintenance Programs – Westtown Township, Media Borough, Montgomery County, PA** Mr. Gallagher provided construction management and inspection for these projects to restore roadways owned by the Township, Borough, and County. Work included base repairs of failed roadways, leveling roads to achieve proper cross slopes and positive drainage, and the placement of the wearing course. His duties included construction estimating, contract management, inspection services, and documentation of construction activities.





# BRANDON BELLOTTI

UTILITY ENGINEERING

## ABOUT

### EDUCATION

B.S., Design, Widener University, 1994

### PROFESSIONAL TRAINING

MicroStation SE Full Training, 2000

Autocad 3D, Accurender & CoMotion, 2001

Moving to MicroStation V8, 2002

Inroads Basics 8.2, 2002

Primavera Project Planner for Windows, 2002

Open Plan 3.1 Software Training, 2004

ASTA Powerproject Training, 2014

### SUMMARY OF EXPERIENCE

Mr. Bellotti has scheduling experience for many projects, ranging from Feasibility Assessment, Concept Development, Preliminary Engineering, Final Design, Tier 2, Pipeline 1, Pipeline 2, Pipeline 3, Design Build, Level 1A, Level 1B, Level 2, CE, EA, EIS, 4(F), and Construction scheduling. He developed the ASTA Powerproject scheduling templates currently used by PennDOT District 5. His knowledge of Open Plan also led him to teach Open Plan workshops at District 5 for Consultants and PennDOT employees, and he led the conversion from Open Plan to ASTA Powerproject at District 5. Mr. Bellotti is also a Consultant Project Manager at District 5 for various projects, including bridge rehabilitations and various enhancement projects.

## EXPERIENCE

**Reading 18th Wonder, City of Reading, PA** Mr. Bellotti served as the Consultant Project Manager for Reading 18th Wonder Project in the City of Reading. The City of Reading partnered with the 18th Wonder to make pedestrian modifications, stormwater improvements, and a bike friendly corridor to alleviate identified safety and accessibility concerns that supported recent and proposed investments. The 18th Ward was identified as a high priority area of the City to achieve ADA compliance. The project demonstrated effective collaboration between municipalities and community partners using solid land use principals and best practices to improve and support economic development and visitation to the region.

**Schuylkill River Trail N Gap Improvement, City of Reading, PA** Mr. Bellotti serves as the Consultant Project Manager for the Schuylkill River Trail Project. The project will create a trail segment for the Schuylkill River Trail in order to provide a safe, easily accessible, clearly marked and signed trail in the City of Reading. The project is aimed to promote tourism by providing a direct connection with downtown Reading. The project provides a safe route for pedestrian and bicycle traffic along the currently heavily trafficked Front Street corridor.

**PennDOT District 5 Consultant Project Scheduler** Mr. Bellotti has served as the District 5 Consultant Project Scheduler since June 2007. His role entails monthly monitoring of DE Dashboard, coordinating monthly updates, updating let dates, creating new schedules, and all QA/QC reviews. He also works directly with the Portfolio Manager producing the DE Dashboard report monthly. This enables Mr. Bellotti to work directly with consultants and PennDOT project managers to update and maintain the ASTA Powerproject Schedules.

**S.R. 0222/S.R. 0183 Interchange Project, PennDOT District 5, Berks County, PA** Mr. Bellotti served as the Project Scheduler for Preliminary, Final and Construction of this project. He worked directly with the PennDOT project manager to update and record weekly progress on the schedule throughout the project.

**I-95 Chester Access Project, PennDOT District 6, Delaware County, PA** Mr. Bellotti served as the Project Scheduler for Preliminary, Final, and Construction for this \$70 million project. The preferred alternative included two ramp viaducts to and from the Commodore Barry Bridge to connect to S.R. 0291 in Chester, PA.

**S.R. 0248 06B, PennDOT, Northampton County, PA** Mr. Bellotti served as the consultant project manager for the replacement of the S.R. 248 06B Bridge over Hokendauqua Creek in Moore Township.

**S.R. 0248 07B, PennDOT, Upper Nazareth Township, PA** Mr. Bellotti served as the Consultant Project Manager for the replacement of the S.R. 248 07B Bridge over East Branch Monocacy Creek in Upper Nazareth Township.





# FIRM'S COMPREHENSIVE LIST OF SIMILAR PROJECTS

Please see below for McCormick Taylor’s comprehensive list of similar recent projects in the past ten years.

Project Name	Client	Client Contact	Project Location	Key Personnel	Project Duration	Project Costs	Actual Cost
Roads and Bridges Consultant – 2019/2020 Annual Road Program	Montgomery County	Thomas O’Brien, PG, Administrator 610.278.3613	Various County-owned Roadways, Montgomery County, PA	Susan Guisinger-Colón, PE Terrence Gallagher, ACI David Ferree, PE Manasa Kondreddi, EI	6-month design 1.5 years CM/CI	\$3,917,189.95	\$3,090,720.05
2019 Annual Road Program	Westtown Township	Mark Gross, Director of Public Works 610.692.1930	Various Township-owned Roadways in Westtown Township, Chester County, PA	John Bush, PE Terrence Gallagher, ACI	2-month design 3-months CM/CI	\$856,500.39	\$853,702.84
2019 Annual Road Program	Media Borough	Jim Jeffrey 610.565.5210	Various Borough-owned Roadways in Media, Delaware County, PA	Terrence Gallagher, ACI	1-month design 2-month CM/CI	\$164,859.72	\$180,919.10
Administration and Management Berks County Bridge Program	Berks County	Alan Piper 610.428.6300	Berks County Fire Training Center and Swiftwater Lane	John Bush, PE Terrence Gallagher, ACI	1-year design 5-month CM/CI	\$750,207.70	\$528,379.56
Administration and Management Chester County Bridge Program	Chester County	Janet L. Bowers, PG 610.344.6220	Various County-owned Bridge asphalt removal and resurfacing	John Bush, PE	2-month design 1 month CM/CI	\$52,000	\$42,492
Administration and Management Delaware County Bridge Program	Delaware County	Jack Bierling, Director Public Works 610.891.4668	Various County-owned Bridge asphalt removal and resurfacing	John Bush, PE	2-month design 3-months CM/CI	\$211, 578	\$169,500
River Road Extension	City of Reading	Tim Krall, PE 610.655.1850	River Road, City of Reading	Susan Guisinger-Colón, PE Tiffany McClure Rishel, PE David Ferree, PE Emily Choudhry Thomas Canataro, PE, CBSI	5-year design 2.5-year construction consultation	\$7,487,720.26	\$6,088,992.10



# FIRM'S EXPERIENCE WITH THE CITY OF READING AS WELL AS CLIENTS IN BERKS COUNTY

Please see below for McCormick Taylor’s experience with the City of Reading and Berks County, Pennsylvania clients in the past ten years.

Project Name	Client Name	Client Contact	Type of Project	Firm Scope
River Road Extension	City of Reading	Tim Krall, PE 610.655.1850	New Roadway Construction, Intersection Re-configuration and drainage/ stormwater management design	Preliminary Engineering, Final Design, Services During Construction and Construction Schedule Management of a new collector road, intersection re-configuration and drainage/stormwater management design.
Angelica Creek	City of Reading	Charles M. Jones, Public Works Director (retired)	Evaluation and Remediation of an Existing Bridge over Angelica Creek	In-depth Bridge Inspection and Structural Analysis, Rehabilitation Feasibility Study, Environmental Studies and Permitting, Maintenance and Protection of Traffic, Construction Plans, Bid Documents, Construction Consultation, and Construction Observation and Management
6th Street and Canal Street Retaining Wall Inspection	City of Reading	Scott Perry and Ralph Johnson (No longer with the City)	Inspection of Stone Masonry Retaining Wall	Retaining Wall Inspection and Evaluation of the Structural Condition of the Wall
Administration and Management Berks County Bridge Program	Berks County	Alan Piper 610.428.6300	Administration and Management of the Bridge Program	Administer the Bridge Program, which includes 62 county-owned bridges. Project management of bridge replacement and rehabilitation designs, acquisition of right-of-way, attend and coordinate meetings, construction management and inspection services, programming projects for funding, obtaining environmental permits, budget preparations, guide rail program
District 5-0 Transportation Enhancement Program Management	PennDOT District 5-0	Scott Vottero, PE Project Delivery Engineer 610.871.4550	Project Management	Assist with the management of their Transportation Enhancement (TE) and subsequent Transportation Alternative (TAP) and Transportation Alternative Set-Aside Programs
District 5-0 Bridge Management Contract	PennDOT District 5-0	Scott Vottero, PE Project Delivery Engineer 610.871.4550	Project Management	Bridge management and review assistance for state and locally owned structures, tracking schedule and let dates, preparing agreements and supplements, arranging project funding, reviewing scopes of work, and preparing work effort estimate
5th Street Signal Improvements	PennDOT District 5-0	Scott Vottero, PE Project Delivery Engineer 610.871.4550	Traffic Signal Upgrade Project	Preliminary and final design of various upgrades to 14 signalized intersections and 3 unsignalized intersections along 5th Street (SR 2005) in the City of Reading. This was a retrofit project to improve safety along the corridor and included intersection improvements, signal plans, and traffic control plans along with special provisions and cost estimates
RATS PM4 Bridge Bundle	PennDOT District 5-0	Kamlesh Ashar, PE 610.871.4575	Bridge Bundle project	Rehabilitation of two bridges structures and one culvert replacement in three separate locations in Berks County
SR 222/183 Interchange	PennDOT District 5-0	Scott Vottero, PE Project Delivery Engineer 610.871.4550	Interchange Improvement project	Interchange project along SR 222 which included the replacement of the existing structure of SR 183 over SR 222 and new partial interchanges with SR 183. Included reconstruction of SR 183 including three new traffic signals
SR 422 Reconstruction	McTish, Kunkle & Associates (MKA)	Tim Benner (MKA) 610.841.2700 Earl Armitage (PennDOT PM) 610.422.2437	Roadway Reconstruction	Roadway design for Penn Street Diverging Diamond Interchange, Traffic Analysis for entire project along SR 422 from PA Route 12 to Neversink Rd Interchange, Traffic Control Design for Penn Street DDI, Environmental Clearance, 4(f) evaluations, Archeology, Above Ground Historic Properties studies, wetland delineation, Noise and Air Quality analysis, Structural design of 4 structures (Penn over 422, Franklin St, Wyomissing Creek culvert, Penn over Schuylkill (last span only)), Alternatives Analysis Report and Point of Access Study, Design of 4 signals and traffic control for Penn Interchange reconstruction



# FIRM'S EXPERIENCE WITH UTILITY ENGINEERING

Please see below for McCormick Taylor’s experience with utility engineering in the past ten years.

Client Name	Client Contact	Type of Project	Scope
City of Reading	Tim Krall, PE 610.655.1850	New Roadway Construction, Intersection Re-configuration and drainage/stormwater management design	Coordination and relocation of all utilities within the project limits. This includes but not limited to utility poles, gas mains, water mains and sewer mains. Responsible for coordinating and providing conceptual facility relocations to ensure conflicts are addressed prior to construction. The work also included extensive coordination and design for two gas mains owned and operated by UGI and coordination with Met-ED in conjunction with UGI to confirm conflicts were avoided after the relocation of the gas mains. Other impacted companies included RAWA, the drainage design was coordinated with RAWA to limit the impacts to their facilities.
Delaware County, PA	Jack Bierling Director of Public Works 610.891.4668	Bridge Replacement Projects, Guide rail packages, and Bridge Maintenance Repairs	Coordination and relocation of all utilities within the project limits. This includes but not limited to utility poles, gas mains, water mains and sewer mains. Responsible for coordinating and providing conceptual facility relocations to ensure conflicts are addressed prior to construction. Utility companies coordinated with include PECO electric, PECO gas, Aqua, CWA, local municipality sewer authorities, communication providers.
Chester County, PA	Janet Bowers, PG 610.344.6220	Bridge Replacement Projects, Guide rail packages, and Bridge Maintenance Repairs	Coordination and relocation of all utilities within the project limits. This includes but not limited to utility poles, gas mains, water mains and sewer mains. Responsible for coordinating and providing conceptual facility relocations to ensure conflicts are addressed prior to construction. Utility companies coordinated with include PECO electric, PECO gas, Aqua, CWA, local municipality sewer authorities, communication providers.
East Hempfield, Lancaster County, PA	Cindy Schweitzer Township Manager/Secretary 717.898.3100	Bridge Replacement and Demolition	Coordination and relocation of all utilities within the project limits. This includes but not limited to utility poles, gas mains, water mains and sewer mains. Responsible for coordinating and providing conceptual facility relocations to ensure conflicts are addressed prior to construction. Utility companies coordinated with include PPL, Windstream, local municipality water authorities, LASA, Amtrak, Norfolk Southern.
Berks County, PA	Alan Piper 610.428.6300	Bridge Replacement Projects, Guide rail packages, and Bridge Maintenance Repairs	Coordination and relocation of all utilities within the project limits. This includes but not limited to utility poles, gas mains, water mains and sewer mains. Responsible for coordinating and providing conceptual facility relocations to ensure conflicts are addressed prior to construction. Utility companies coordinated with include Met-ED, UGI, local municipality sewer authorities, communication providers.
Bucks County, PA	Kevin Spencer Director of Operations 215.345.3950	Bridge Replacement and Repair Projects	Coordination and relocation of all utilities within the project limits. This includes but not limited to utility poles, gas mains, water mains and sewer mains. Responsible for coordinating and providing conceptual facility relocations to ensure conflicts are addressed prior to construction. Utility companies coordinated with include First Energy, Buckeye Partners, local municipality water and sewer authorities, communication providers.





## PROJECTS CURRENTLY UNDER CONTRACT

McCormick Taylor currently has:

- 392 active contracts (companywide)
- 56 active contracts (Exton office)





McCormick Taylor was selected to administer the Montgomery County Roads and Bridges Program, which includes the oversight and management of 131 county-owned structures and 75 miles of County- owned roadways.

As a part of this contract, McCormick Taylor developed a comprehensive long-term Road Maintenance Planning Program for the systematic maintenance and repair of public roads. This program prioritizes the roadways based on existing condition, average daily traffic, and cost estimation to provide a budgeting tool to the County. Since 2014, Montgomery County has completed annual roadway improvements programs which has resulted in upgrades to 55 miles of County owned roadways. McCormick Taylor is responsible for development of the bid documents for this program and assisting the County in the management and inspection of all improvements during the construction phase.

The contract also includes project management of bridge replacement and rehabilitation designs in conformance with PennDOT’s procedural requirements for both preliminary and final designs, assisting in the acquisition of right-of-way, and easements for design and construction projects. Also included are the administration and management of the

County’s roadway maintenance program, associated design and permitting, and review of Highway Occupancy Permits.

On behalf of Montgomery County, McCormick Taylor is responsible for the coordination and attendance of status, design, field and public meetings with project stakeholders and review agencies, quarterly meetings with PennDOT, assistance with Right-to-Know requests, and is currently developing a Comprehensive Capital Plan to assist the County in prioritizing projects and identifying funding opportunities.

McCormick Taylor also oversees the County’s responsibilities related to NBIS Inspection Program requirements, evaluation and data collection from bridge inspection reports, development of an Access Database for the Montgomery County Bridge Inventory, and responds to any identified Critical Deficiencies.

In addition to the management and administration tasks, McCormick Taylor provides design, engineering, permitting, construction management, and construction inspection as required to support maintenance and construction activities for in-house infrastructure repair, rehabilitation, and replacement projects.

CONTACT

THOMAS O'BRIEN, PG  
Montgomery County  
Phone: 610.278.3616





McCormick Taylor was selected to administer the Berks County Bridge Program, which comprises 62 county-owned bridges. The contract includes project management of bridge replacement and rehabilitation designs in conformance with PennDOT procedural requirements for both preliminary and final designs, preparation of deeds and acquisition of right-of-way and easements for design and construction projects. On behalf of Berks County, McCormick Taylor coordinates and attends design meetings,

field meetings, public meetings, and hearings pertaining to the above mentioned project administration. During the construction phase of bridge replacement and rehabilitation projects, McCormick Taylor provides construction inspection and documentation services as well as assisting with the preparation of requests and maintaining spreadsheets for reimbursement of funds for the County.

In addition to the administration tasks, McCormick Taylor assists in programming bridge rehabilitation and replacement, including prioritization for TIP or other funding requests; obtains environmental permits for in-house bridge repair projects, assists in capital and liquid fuels budget preparations;

and prepares an annual bridge safety features improvements program.

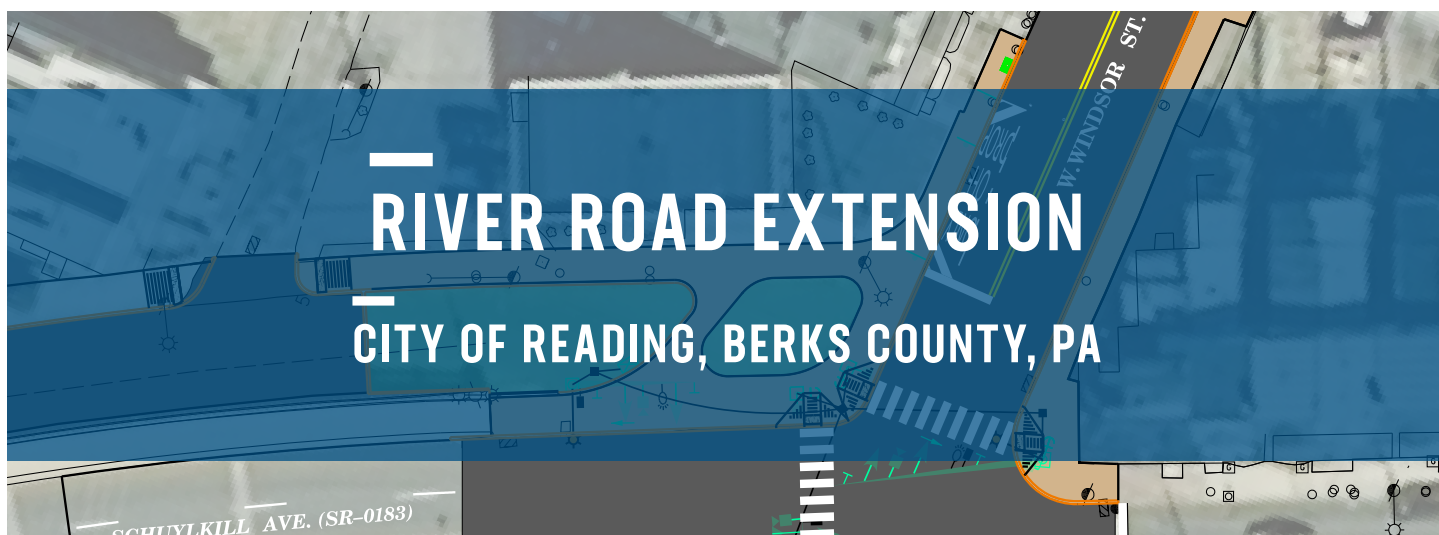
As part of this contract, McCormick Taylor has completed the superstructure replacements of Temple Road Bridge, Phillips Bridge, and Normal Avenue as expedited projects utilizing liquid fuels funds. This project included a TS&L submission and a structural adequacy review by PennDOT. Additionally, an assessment and prioritization of all the County’s non composite adjacent box beams was completed to identify future candidates for similar cost effective and timely rehabilitation.

As an extension of this contract, McCormick Taylor provided engineering and construction inspection services for Fire Training Center in the City of Reading and Swiftwater Lane in Bern Township. To complete this project, field views were held, technical specifications were created to outline the needed pavement repairs, and location maps were created. We assisted the County will the review bids and award of the contract. Additionally, full time construction inspection services were provided throughout the construction phase.

CONTACT

**MATTHEW SALKOWSKI, DIRECTOR OF FACILITIES AND OPERATIONS**  
Berks County  
**Phone:** 610.478.6201





McCormick Taylor was selected by the City of Reading to complete the preliminary engineering, environmental studies, final design and construction consultation services for the River Road Extension project. The City's goal for this project is to provide a better linkage for commercial vehicles from the western portion of the city to the industrial sites on the eastern side of Schuylkill Avenues. To provide this linkage capable of accommodating these larger vehicles within the City; a new roadway with pedestrian accommodations, drainage structures and stormwater management facilities will be constructed on an undeveloped parcel owned by the school district between West Windsor Street and Spring Street. Spring Street will also be reconstructed to upgrade the drainage network along the corridor with the reconstruction of sidewalks and the installation of bike lanes to connect to the Schuylkill River Trail. In addition, as a part of this project, the intersection of Schuylkill Avenue (SR 183) and West Windsor Street will be reconfigured from a six-legged flash-controlled intersection to a four-way signalized intersection eliminating the existing access from Bridge Street and Eberhart Street.

The new roadway (Lincoln Street Extension) is comprised of two (2) 12' foot travel lanes, a 10' grass median, two (2) 7' shoulders with 5' sidewalks on both sides. A retaining wall was required along the designated right turn lane at the intersection of the Lincoln Street Extension and West Spring Street due to the slopes in the area. The retaining wall had to be designed to

avoid impact the parking lot for the adjacent property and to make certain that the parking lot could still be utilized by the owners during construction. In addition, the intersections of Lincoln Street Extension and West Windsor Street and Lincoln Street Extension and West Spring Street were evaluated to determine if any traffic control measures needed to be taken at these locations. It was determined that traffic signals were not warranted at either intersection and only traffic on the Lincoln Street Extension would be controlled by stop signs at either end.

Utility coordination was of the utmost importance during the design of this project due to the significant number of underground and overhead facilities within the project limits. Design included the relocation of a UGI gas main and a Reading Area Water Authority main to eliminate conflicts with the proposed drainage system. Numerous Met-Ed poles conflicted with the proposed work requiring relocation, the coordination between Met-ED and UGI was critical to the success of the project as the Met-ED poles being relocated had to be coordinated so that no impacts to the new UGI main resulted. The UGI relocations were the critical path for the project as there is a seasonal restriction as to when the line can be taken out of service. This relocation work was completed prior to construction commencing. Verizon and Windstream involved the relocation of an underground conduit located at the intersection of West Windsor Street and Schuylkill Avenue which required detailed design and coordination to ensure the proposed traffic signal pole foundation and the conduit could be installed with the available slack that existed in the line to limit the construction time necessary to complete the relocation.

The project was advertised and awarded in November 2020 and construction has begun. Construction is anticipated to be completed by November 2023.

## CONTACT

**TIM KRALL, PE**

City of Reading

**Phone:** 610.655.1850





McCormick Taylor served as Westtown Township’s Municipal and Traffic Engineer from 2005 to 2019, providing open-end consulting services on an as-needed basis. Westtown is a Second-Class township with eight square miles and a population of 10,500. As is typical with older, more developed municipalities, Westtown has an aging infrastructure that requires maintenance and reconstruction using limited financial resources.

Working with elected officials, code enforcement and public works personnel, the township solicitor, and other consultants, our team of municipal, traffic, and bridge engineers evaluate and recommend cost-effective solutions for roadway, bridge, drainage, and traffic safety problems. This work includes performing field investigations and condition assessments, meeting with residents, preparing cost

estimates, attending public meetings, creating construction documents, and oversight of the bid and award process.

Although much of the township is developed, there are small tracts that are regularly subdivided to create one or two additional building lots, and there are numerous existing commercial developments that are re- developed into banks, retail stores, and office buildings. These projects may be relatively small in size, but by their very nature are relatively complex. The training and experience of McCormick Taylor’s municipal engineers assured Westtown that the improvements can be developed with minimal impact to adjacent property owners. McCormick Taylor performed detailed reviews of

subdivision and land development applications, including construction drawings and related studies,

to ensure that these developments are designed in accordance with Township ordinances, infrastructure design standards, and reasonable and customary engineering standards.

To offset development impacts, McCormick Taylor assisted Westtown with securing public improvements and/or fees in-lieu-of improvements from developers.

Projects completed by McCormick Taylor since 2005 include:

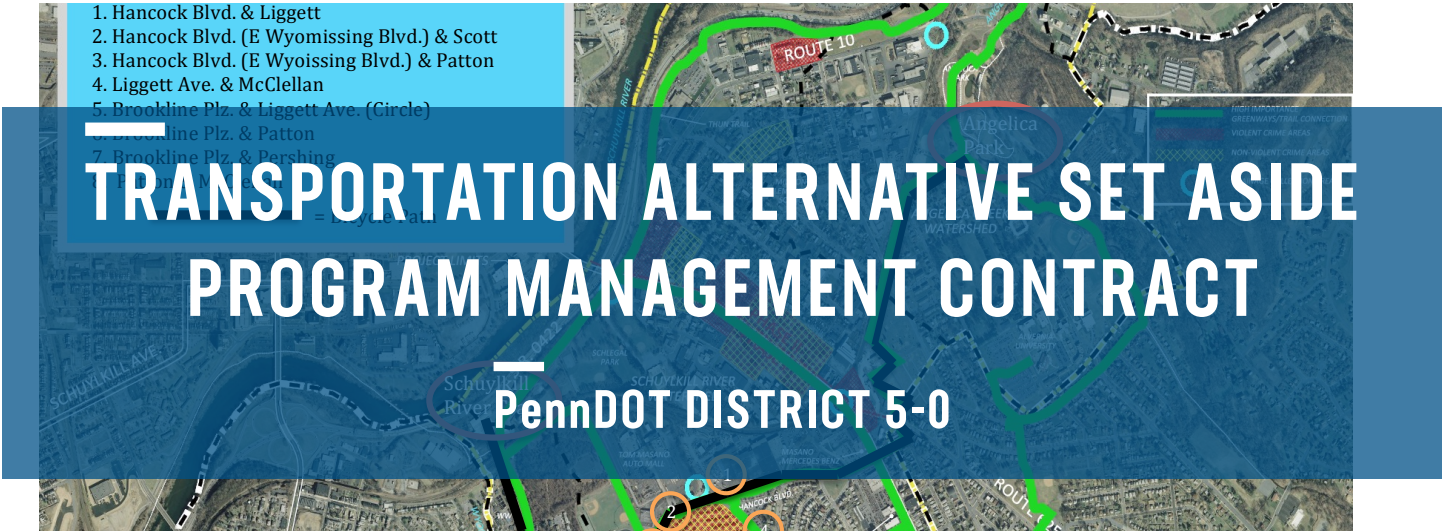
- **Annual Roadway Improvement Program:** Planning, design, and construction management of an annual roadway improvement program consisting of pavement base repairs and complete roadway overlays. McCormick Taylor prepared construction documents, tabulated bids, recommended contract awards, administered contracts, managed construction observation, and prepared documentation for PA Liquid Fuels funds reimbursement.
- **Stormwater Management, Grading and Drainage:** Reviewed and approved stormwater management, grading and drainage plans submitted with applications for permits to build new residential structures, or additions to existing structures.
- **Drainage Complaints:** Drainage problems are a frequent complaint by township residents, property owners, and business owners. Westtown relied on McCormick Taylor to investigate these complaints, determine if activities of adjacent upstream properties are adversely impacting the complainant, and recommend mitigation measures.
- **Traffic Safety Complaints:** Traffic complaints are common in developed municipalities. Westtown relied on McCormick Taylor to investigate speed limit reductions, stop sign warrants, and warrants for traffic calming measures such as speed humps.

CONTACT

**MARK GROSS, DIRECTOR OF PUBLIC WORKS**  
Westtown Township  
**Phone:** 610.692.1930







McCormick Taylor has successfully worked with District 5-0 since the early 2000's, assisting with the management of their Transportation Enhancement (TE) and subsequent Transportation Alternative (TAP) and Transportation Alternative Set-Aside (TASA) Programs. Over the years, we have actively managed over 180 TE/TAP/TASA projects for District 5-0 and assisted in the bidding of over 150 projects. We have developed the skills and experience in using PennDOT systems to successfully manage a project from scoping field view to project bidding. The unique nature of these projects makes them difficult to manage, as they do not always fit the typical PennDOT project development process. We have learned how to guide project sponsors through the various reviews and clearances to lead to bidding and construction. We have developed close working relationships with local project sponsors and their design engineers to help walk them through the federal funding requirements to deliver a successful project.

A sample of some of the projects located in Berks County are as follows:

- Schuylkill River Trail, City of Reading
- Topton Pedestrian Connectivity, Topton Borough
- Perkiomen Avenue Pedestrian Access, Exeter Township
- 18th Wonder Project, City of Reading
- Birdsboro Sidewalks/ACA Ramps, Birdsboro Borough
- Boyertown Railroad Connectivity, Berks County Redevelopment Authority
- Sinking Spring Penn Avenue, Borough of Sinking Spring
- Reading Crosswalks, City of Reading
- Reading Lighting, City of Reading
- Fleetwood Main Street Walkway, Borough of Fleetwood
- Birdsboro Traffic Calming, Borough of Birdsboro
- Wernersville Train Station Phase 3, Heidelberg Heritage Society
- BARTA Bus Bike Racks, Berks Area Regional Transportation Authority
- Boyertown Main Street Streetscape Improvement Project, Borough of Boyertown
- Walk Bike Berks Education, Berks County Intermediate Unit
- Muhlenberg Township Trail, Muhlenberg Township
- Berm Trail, Union Township

CONTACT

**SCOTT VOTTERO, PE**  
 PennDOT District 5-0  
**Phone:** 610.871.4550





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**SCHEDULE**

**CITY OF READING 2021 ROAD PROGRAM DESIGN SCHEDULE**

TASK	START	END
NOTICE TO PROCEED (ANTICIPATED)	May 2021	
KICKOFF MEETING	May 2021	
FIELD VIEW SITE ASSESSMENT	May 2021	May 2021
BID PACKAGE SUBMISSION	June 2021	June 2021

**ENGINEERING DESIGN REPORT TO DEVELOP  
ROAD PROGRAM THROUGH 2024**

TASK	START	END
KICKOFF MEETING	June 2021	
FIELD VIEW SITE ASSESSMENT	June 2021	July 2021
ENGINEERING DESIGN REPORT SUBMISSION	August 2021	October 2021

**CITY OF READING ROAD 2021 PROGRAM CONSTRUCTION SCHEDULE**

TASK	START	END
ADVERTISEMENT & BIDDING	July 2021	July 2021
CONTRACT AWARD & AGREEMENT	July 2021	August 2021
CONSTRUCTION NOTICE TO PROCEED	August 2021	
CONSTRUCTION COMPLETION	October 2021	

**CITY OF READING ROAD PROGRAM SCHEDULE FOR FUTURE YEARS**

TASK	START	END
KICKOFF MEETING	January	
FIELD VIEW SITE ASSESSMENT	January	February
BID PACKAGE SUBMISSION	February	March

**CITY OF READING ROAD PROGRAM CONSTRUCTION  
SCHEDULE FOR FUTURE YEARS**

TASK	START	END
ADVERTISEMENT & BIDDING	March	April
CONTRACT AWARD & AGREEMENT	May	May
CONSTRUCTION NOTICE TO PROCEED	June	
CONSTRUCTION COMPLETION	August	







6

**APPENDIX**



## Standard Form Agreement Between Client and McCormick Taylor, Inc. (Open-End Services)

This **MASTER SERVICES AGREEMENT** (“MSA”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2020, by and between the following parties, for services on an as needed basis in connection with the Project identified below:

**CLIENT:**

*(Name and address)*

**CONSULTANT:**

*(Name and address)*

McCormick Taylor, Inc.  
1818 Market St., 16<sup>th</sup> Floor  
Philadelphia, PA 19103

**PROJECT:**

*(Include project name as it will appear in Contract Documents)*

**THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

**Term.** This MSA shall commence on the date set forth above and shall continue in force for a term of [ ] years (“Term”) from such date, unless sooner terminated as hereinafter provided. If, however, the services required to be performed under any Work Order shall continue beyond such Term, then this MSA shall continue with respect to such Work Order only until the completion of the services required by the Work Order or the earlier termination of this MSA as hereinafter provided and this MSA shall continue to be applicable to such services.

The parties may mutually agree to extend the Term of this MSA by written amendment to this MSA.

**Ordering the Consultant’s Services.** CLIENT shall request services from CONSULTANT as the need for services arises. The agreed upon scope of services and fee shall be set forth in writing and attached hereto as Exhibit A-x (where “x” represents the number of the Work Order). Exhibit A may consist of either: i) a Work Order in the form substantially similar to the form attached hereto as Exhibit A; ii) a Purchase Order issued by the CLIENT; or iii) a fee/scope proposal prepared by CONSULTANT. All such documents shall be referred to as “Work Order(s)”. The parties agree that any terms and conditions set forth in a Purchase Order or fee/scope proposal other than those which describe CONSULTANT’s scope of services, compensation or schedule are deleted and are not a part of this Agreement or the relevant Work Order.

A Work Order signed by CLIENT and by the CONSULTANT and which states that it is issued under this MSA, shall constitute an agreement by the CONSULTANT and the CLIENT for the performance of the services set forth in such Work Order in accordance with, and subject to, the provisions of this MSA and shall constitute a direction from the CLIENT to the CONSULTANT to proceed with the performance of services on the date set forth in the Work Order or, if no such date is set forth, then within a reasonable period after the execution of the Work Order by both Parties. Upon acceptance by both Parties, each Work Order shall be attached hereto as an additional Exhibit A-x and shall be incorporated herein and made a part hereof.

Nothing in this MSA shall be interpreted to require that CLIENT issue any minimum number of Work Orders during the Term

1818 Market Street, 16th Floor | Philadelphia, PA 19103 | 215.592.4200

[www.mccormicktaylor.com](http://www.mccormicktaylor.com)





or

that CONSULTANT accept any or all of the Work Orders proposed or requested by CLIENT. Further, nothing in this MSA shall be interpreted to require that CLIENT engage CONSULTANT exclusively to provide required services nor does this MSA restrict in any way CONSULTANT’s right to undertake other engagements for any other clients.

In the event of any conflict between the terms of a Work Order and the terms of this MSA, the terms of this MSA shall control unless otherwise specifically set forth in the Work Order.

All notices required to be submitted pursuant to this MSA shall be submitted in writing by certified or registered mail to the CONSULTANT’S Representative as identified in the Work Order and to:

Patrick J. Guise, Chief Visionary Officer  
McCormick Taylor, Inc.  
1818 Market St., 16<sup>th</sup> Floor  
Philadelphia, PA 19103

This MSA shall include the STANDARD CONTRACT TERMS AND CONDITIONS (OPEN-END SERVICES) and Schedule 1 (Construction Administration Services) as attached hereto and made a part of this Agreement. The contract between the Parties with respect to any Work Order shall consist of this MSA and the Work Order issued pursuant to this Agreement.

THE UNDERSIGNED ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND INTEND TO BE LEGALLY BOUND THEREBY:

**McCORMICK TAYLOR, INC.**

**CLIENT**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:



## STANDARD CONTRACT TERMS AND CONDITIONS (Open-End Services)

### 1. CONSULTANT'S DUTIES AND RESPONSIBILITIES

1.1. CONSULTANT agrees to provide only those professional services specifically set forth in the Scope of Services portion of this Agreement. Additional Services may be performed, if requested, subject to an agreed upon revision in the Scope of Services and Consultant's Compensation. Unless specifically set forth in the Scope of Services, CONSULTANT shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work.

1.2. CONSULTANT and its SUBCONSULTANTS shall have no responsibility for the discovery, presence, handling, renewal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, lead-paint and lead-paint products or other toxic substances.

1.3. If CONSULTANT is expressly required under the Scope of Services to provide any services relating to the preparation of an estimate of construction cost or any other cost estimate, then such services shall be governed by the following limitations. CONSULTANT's opinions of construction cost are to be made on the basis of CONSULTANT's experience and qualifications as an engineer and represent CONSULTANT's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to construction cost, CLIENT shall employ an independent cost estimator.

1.4. Unless CONSULTANT is expressly required under the Scope of Services to provide such service, CONSULTANT shall have no obligation to perform any soils investigation inspection or testing at the site. All foundation designs required by the Scope of Services shall be based on the findings and recommendations of a soils consultant retained by CLIENT at no expense to CONSULTANT. CONSULTANT shall be permitted to rely on such information and recommendations without independent evaluation or verification.

1.5. Notwithstanding that CONSULTANT may be present at the Project site, including during times of ongoing construction related activities or that CONSULTANT was retained to provide any Construction Phase Administration Services, under no circumstances shall CONSULTANT have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the Work. It is further understood that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by CONSULTANT's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. CONSULTANT is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated there under, or any state, county, or municipal law or regulation of similar import or intent.

1.6. Any changes in the terms and conditions of this Agreement, in the Consultant's Compensation or in the Scope of Services to be provided by CONSULTANT shall be effective only when incorporated in written amendments to this Agreement executed by the parties.

**2. STANDARD OF CARE** - In performing the services required by this Agreement, CONSULTANT shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession providing the same services under similar circumstances practicing in the same or similar locality at the same time the Services were performed. CLIENT agrees that neither CONSULTANT nor any of CONSULTANT's subconsultants owes any fiduciary responsibility to CLIENT. CLIENT further agrees that there are no express or implied warranties in connection with the services and that any and all warranties implied in law, including those of merchantability and fitness of any of the services for their intended purposes are waived. CONSULTANT's obligation under this Agreement is to provide its services in compliance with the Standard of Care defined by this paragraph.

### 3. INVOICES, PAYMENTS

3.1. Once each calendar month, on a date to be fixed by CLIENT, CONSULTANT shall submit to CLIENT a requisition for payment for services rendered in the preceding month in such form and reasonable detail as CLIENT may require. CLIENT shall pay to CONSULTANT the amount of CONSULTANT's monthly requisition within thirty (30) calendar days of receipt of such monthly requisition by CLIENT. If CLIENT objects on any basis to any statement of services submitted by CONSULTANT, it shall so advise

CONSULTANT in writing, giving his reasons for such objection, within seven (7) calendar days of receipt of such requisition for payment for services. The failure to notify CONSULTANT of any such objection shall constitute an express waiver by CLIENT of any right to deny payment to CONSULTANT on the basis of such objection.

3.2. No deduction shall be made from CONSULTANT's compensation on account of penalty, liquidated damages or other sums withheld from payments to any contractor or any other consultant, or as set off for any claim for damages.

3.3. CLIENT agrees to pay a service charge of three-quarter (3/4) percent per month (9% per annum) or part thereof on past due payments under this Agreement.

3.4. In addition to the accrued service charges, CLIENT shall reimburse CONSULTANT for all attorneys' fees and other costs incurred in connection with any efforts to collect past due payments including those attorneys' fees and costs incurred in connection with the filing of any lien or suit is filed to enforce payment under this agreement.

### 4. CLIENT'S DUTIES AND RESPONSIBILITIES

4.1. CLIENT shall promptly appoint a representative ("Client Representative") who shall have authority to bind the CLIENT with respect to all matters related to this Project and this Agreement and shall advise the CONSULTANT of the identity of such representative in writing. CLIENT shall immediately advise CONSULTANT of any change in the identity of such representative.

4.2. CONSULTANT shall cooperate with, and coordinate its services with, Client Representative. CONSULTANT shall take reasonable direction, within the Scope of Services from Client Representative and shall be entitled to rely upon any information or direction received from Client Representative without independent verification.

4.3. CLIENT or Client Representative shall examine Documents (as defined in Section 5.1 below) submitted by CONSULTANT and shall render decisions pertaining thereto, and approve Documents, promptly, to avoid unreasonable delay in the progress of CONSULTANT's services. CONSULTANT shall be entitled to an equitable increase in the Consultant's Compensation in the event it is required to revise Documents after they have been approved by CLIENT or Client Representative.

4.4. CLIENT agrees to advise CONSULTANT in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession or control which identify underground utilities, structures or features. CLIENT agrees to release CONSULTANT from any liability to CLIENT for any damages sustained in connection with subterranean utility lines and other underground structures, utilities or features where such subterranean utility lines and other underground structures, utilities or features were not identified to CONSULTANT as required by this paragraph or were not identified or not properly identified or not properly relocated by municipalities, authorities, or utilities after CONSULTANT has given proper notice to municipalities, authorities or utility companies for them to locate or relocate their utility lines, utilities, structures or other features. To the fullest extent permitted by law, CLIENT shall indemnify, defend (with counsel of CONSULTANT's choosing) and hold harmless CONSULTANT and its subconsultants and each of their parent companies, subsidiaries or affiliates or the predecessors, successors or assigns and each of their owners, directors, officers or employees from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any failure of CLIENT to comply with the provisions of this Paragraph 4.4, including, but not limited to, the failure to properly construct, install or maintain the facility for which CONSULTANT provided services, or any breach of any provision of this Agreement by CLIENT or any individual or entity for whose acts CLIENT is responsible.

4.5. CLIENT or its Representative shall consult with CONSULTANT before issuing interpretations or clarifications of those portions of the drawings, specifications, or other documents prepared by CONSULTANT.

4.6. If, at any time, CLIENT or its designee becomes aware of any fault, defect or discrepancy with respect to the services rendered by CONSULTANT, he shall give prompt written notice thereof to CONSULTANT.

4.7. CLIENT shall advise CONSULTANT in writing of the identity of any other consultants ("Client Consultants") participating in Project and of the scope of their services.

4.8. CLIENT shall at all times ensure, to his best efforts, that the work of Client Consultants is coordinated with that of CONSULTANT and that Consultant is not delayed in rendering services as a result of the conduct of Client Consultants.

4.9. CLIENT agrees to require all Client Consultants to secure and maintain professional liability, workers compensation and general liability insurance in amounts not less than those required by CLIENT to be maintained by CONSULTANT or, in the absence of any





contractual requirement for CONSULTANT, then not less than statutory limits for workers compensation, One Million Dollars per claim and in the annual aggregate for professional liability insurance and One Million Dollars per occurrence and in the aggregate for general liability.

4.10. CLIENT shall also require any contractor whose work shall involve the use of the documents prepared by CONSULTANT to maintain workers compensation insurance as statutorily required and general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate and to name the CONSULTANT as an additional insured on such general liability insurance policy for a period of three years following completion of construction. CLIENT shall require such contractor to provide CONSULTANT with a Certificate of Insurance annually and at each renewal of coverage during such period of required coverage.

## **5. RESTRICTIONS ON USE OF DOCUMENTS**

5.1. It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD files and computer models prepared by CONSULTANT and/or any of its subconsultants under this Agreement (collectively "Documents") are their respective instruments of service and are prepared for use only with respect to this Project. The Documents are, and shall remain, the property of CONSULTANT and its subconsultants, whether the project for which they are intended is executed or not. CONSULTANT and CONSULTANT's subconsultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. CONSULTANT grants CLIENT a nonexclusive license to use and reproduce those Documents necessary for the purpose such Documents were prepared under this Agreement ("Deliverables") solely for use in connection with such purpose. Unless specifically set forth otherwise in the Scope of Services, Deliverables shall not include any computer model or documents in machine readable format prepared by CONSULTANT or any of its subconsultants. CONSULTANT shall obtain similar licenses from its subconsultants. The continued existence of such license is at all time conditioned upon the CLIENT's compliance with all of its obligations under this Agreement including the prompt payment of all sums when due. CLIENT shall, upon payment of all sums due CONSULTANT under this Agreement, be permitted to retain one reproducible copy of the Deliverables for information and reference in connection with CLIENT's use and occupancy of the Project. The license granted by this Agreement is terminated if this Agreement is terminated other than for the adjudged default of CONSULTANT.

The Documents including the Deliverables are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless CONSULTANT is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to CONSULTANT. CONSULTANT's Documents may only be altered or modified by CONSULTANT. Any use of the Documents including the Deliverables or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents including the Deliverables or the information or data contained therein, without the express written consent of CONSULTANT is expressly prohibited. Such prohibited use is at the sole risk of the user and CONSULTANT is released from any liability for damages arising from such use.

5.2. CLIENT agrees that any Documents in CLIENT's possession or control shall not be used and shall be returned promptly to CONSULTANT, if CLIENT is in default under this Agreement. CLIENT agrees that CONSULTANT may obtain injunctive relief to enforce this subparagraph.

## **6. TERMINATION, SUSPENSION**

6.1. This Agreement may be terminated by either party upon at least thirty (30) calendar days' written notice if the other party fails substantially to perform its obligations in accordance with the terms of this Agreement without fault on the party initiating the termination. The defaulting party shall be entitled to cure its default during such thirty (30) calendar day period. If the defaulting party fails to satisfactorily cure its default during such thirty (30) calendar day period, the termination shall take effect immediately without further notice.

6.2. Timely payment to CONSULTANT in accordance with the terms of this Agreement is a material provision of this Agreement. Therefore, CLIENT's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination of the Agreement or, at CONSULTANT's option, suspension of performance (including delivery of any Documents), by CONSULTANT. If the CONSULTANT chooses to suspend performance, CONSULTANT shall give seven (7) calendar days' written notice to CLIENT before suspending services. In the event of a suspension of services, CONSULTANT shall have no liability to CLIENT for delay or damage caused the CLIENT because of such suspension of services.

6.3. If CLIENT suspends the CONSULTANT's performance of services for more than 180 cumulative calendar days for reasons other than the default of CONSULTANT,

CONSULTANT may, at its option, terminate this Agreement by giving not less than seven calendar days' written notice.

6.4. In the event the CLIENT suspends CONSULTANT's performance of services for any reason or CONSULTANT suspends its performance of services under Paragraph 6.2 or otherwise for CLIENT's default, then CONSULTANT shall be paid all sums due prior to such suspension and any expenses incurred in the interruption of CONSULTANT's services. Upon resumption of performance, CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted. CONSULTANT shall be given a minimum of fourteen (14) calendar days written notice prior to being required to resume performance.

6.5. In the event of termination not due to the fault of CONSULTANT, CONSULTANT may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed up to the date of termination or suspension. CONSULTANT shall be compensated for all services performed prior to termination, together with reimbursable expenses then due and all Termination Expenses. Termination Expenses are in addition to compensation for the services performed by CONSULTANT and include expenses directly attributable to termination for which CONSULTANT is not otherwise compensated. Termination Expenses also include all fees and costs incurred by CONSULTANT in reporting, completed data, completing such analyses, records and reports as provided for above.

## **7. LIMITATIONS ON REMEDIES**

7.1. It is understood and agreed that under no circumstances shall CONSULTANT be liable for any damages except to the extent caused by CONSULTANT's breach of the Standard of Care.

7.2. Except to the extent that such waiver would invalidate the applicable insurance coverage, CLIENT and CONSULTANT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. CLIENT and CONSULTANT each shall require similar waivers from their contractors, consultants and agents.

7.3. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any punitive, special, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by CLIENT or CONSULTANT, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**7.4. Limitation of Liability -** THE PARTIES HERETO HAVE DISCUSSED THE RELATIVE REWARDS AND RISKS ASSOCIATED WITH THE PERFORMANCE OF THIS AGREEMENT AND HAVE AGREED THAT TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF CONSULTANT AND ITS SUBCONSULTANTS AND EACH OF THEIR OWNERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND AGENTS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT UNDER THIS AGREEMENT.

## **8. DISPUTE RESOLUTION**

8.1. All claims, disputes, and other matters in question between the CONSULTANT and the CLIENT arising out of, or relating to, this Agreement or the breach thereof or in any way to the services rendered by CONSULTANT ("Dispute"), shall be resolved as follows:

8.1.1. In an effort to resolve Disputes that arise during or following the completion of the project relating to this Agreement, the CLIENT and the CONSULTANT agree that all Disputes (except for those involving a claim by CONSULTANT for the collection of payments due CONSULTANT for services and reimbursable expenses) shall first be submitted to good faith non-binding mediation unless the parties mutually agree otherwise.

8.1.2. Mediation shall be initiated within a reasonable time after the basis for the dispute has arisen by submitting a written demand for mediation which sets forth in detail the basis for the dispute and the relief sought to the party against whom the claim is brought. The demand shall be submitted to the American Arbitration Association, or such other mediation service as the parties shall otherwise agree to retain, for good faith non-binding mediation. The Mediator's fee shall be shared equally by the parties. The filing fee shall be paid by the party filing the demand for mediation.





8.1.3. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

8.1.4. Any dispute not resolved within one hundred and twenty (120) calendar days of the receipt of the written notice required by this paragraph may be resolved by litigation in a court of competent jurisdiction as provided elsewhere in this Agreement.

In the event that CLIENT pursues a claim against the CONSULTANT because of any Dispute and if such claim is dropped or dismissed, or if CONSULTANT prevails in the resolution of such claim, CLIENT agrees to reimburse the CONSULTANT, or pay directly, any and all costs and any and all other expenses of defense, immediately following the resolution of the claim.

**9. Assigns** - Neither CLIENT nor CONSULTANT shall delegate, assign, sublet or transfer his duties, obligations, rights or interests in this Agreement without the written consent of the other; provided, however, CONSULTANT may subcontract portions of its Scope of Services without the consent of CLIENT. CLIENT shall not assign any claim, action or cause of action arising under this Agreement or a breach thereof or in connection with any of the services performed or required to be performed by this Agreement to any other person or entity.

**10. Third Party Beneficiaries** - Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either CLIENT or CONSULTANT. The obligations of CONSULTANT under this Agreement including the performance of the services set forth in the Scope of Services are solely for the benefit of CLIENT and no third-party is authorized to rely upon such services without the express written approval of CONSULTANT.

**11. Severability** - In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

**12. Integration** - This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT regarding the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations, representations or agreements, either written or oral.

**13. Choice Of Law; Consent to Jurisdiction and Forum Selection** - This Agreement will be construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflict of law provisions.



### Schedule 1 Construction Administration Services

**14. Construction Phase Administration Services** - The following services shall be provided only to the extent each service is expressly set forth in the Scope of Services as a service being provided:

14.1. CONSULTANT shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which CONSULTANT prepared the Deliverables to determine in general, if such work is being performed in a manner indicating that such work when fully completed will be in accordance with the Deliverables. CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, CONSULTANT shall keep CLIENT informed of the progress and quality of the work. CONSULTANT's services do not include supervision or direction of the actual work of the contractor, his employees, agents or subcontractors. CONSULTANT shall not be responsible for any contractor's schedules or failure to carry out its work in accordance with the Deliverables. CONSULTANT shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work. CLIENT agrees to notify the contractor accordingly. The contractor shall also be informed by CLIENT that neither the presence of CONSULTANT's field representative nor the observation by the CONSULTANT shall excuse the contractor for defects or omissions in his work.

14.2. If expressly required under the Scope of Services to do so, CONSULTANT shall review and approve or take other appropriate action upon contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Deliverables prepared by CONSULTANT. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor to the extent required by its contract and in the Deliverables. CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONSULTANT, of construction means, methods, techniques, sequences or procedures. CONSULTANT's approval of a

specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Deliverables, CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by Deliverables.

14.3. If CONSULTANT is expressly required under the Scope of Services to provide any services relating to the review of any contractor(s)' requests for payment, then such services shall be conducted in the following manner. CONSULTANT shall, within a time period agreed upon with CLIENT (but in no event less than fourteen (14) calendar days from the date of receipt by CONSULTANT) review and evaluate a contractor(s)' request for payment based upon CONSULTANT's observations of the work and give CLIENT its recommendations regarding such request. CONSULTANT's recommendations regarding payment hereunder shall constitute a statement to CLIENT as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Deliverables prepared by CONSULTANT and there are no known defects or deficiencies in the work for which CLIENT should withhold payment under applicable law. The foregoing statements are subject to an evaluation of the work for conformance with the Deliverables thereto prepared by CONSULTANT upon completion, if requested by CLIENT, to results of subsequent tests and inspections, if requested by CLIENT, to minor deviations from the Deliverables prepared by CONSULTANT and to specific qualifications expressed by CONSULTANT. CONSULTANT shall not be required to: (1) make reviews or on-site observations beyond the scope of its duties as set forth above; or (2) review contractor's payments to its subcontractors and material suppliers to substantiate the contractor's right to payment or how the contractor has used or applied previous payments. It is expressly understood and agreed that CONSULTANT's presence on the job site, observation of the contractor's work and recommendations regarding payment, or failure to take exception to a request for payment, shall in no way relieve contractors or their sureties, if any, from the absolute responsibility of performing the work and furnishing materials in accordance with the requirements of the Deliverables prepared by CONSULTANT.





**Exhibit A – No.  
Consultant Services Work Order (“Work Order”)**

Client:

Job Name: (“Project”) Consultant Job No.:

Work Order Name: Work Order No.:

Date:

CLIENT engages CONSULTANT to perform the services set forth below in accordance with the terms and conditions of the Master Services Agreement dated \_\_\_\_\_, by and between CLIENT and CONSULTANT. CONSULTANT is hereby authorized to, and agrees to, provide the services set forth herein for Project under the terms and conditions set forth herein and in the Master Services Agreement. Both Parties agree to be bound by the provisions of the Master Services Agreement and any changes thereto noted below. Except as expressly modified in this Work Order, the rights and obligations of the parties shall be governed by the terms and conditions of the Master Services Agreement and any written amendments thereto.

The parties further agree to the following:

**A. SCOPE OF SERVICES:** CONSULTANT shall provide those services expressly set forth in McCormick Taylor’s Statement of Price and Scope attached hereto, which is incorporated by reference (“Scope of Services”).

**B. In addition, the following services are included in the Scope of Services as indicated:**

- a. An estimate of construction as described in Paragraph 1.3 of the Standard Contract Terms and Conditions (Open-End Services) IS/IS NOT included.
- b. Soils investigation and other subsurface/geotechnical engineering services as described in Paragraph 1.4 of the Standard Contract Terms and Conditions (Open-End Services) ARE/ARE NOT included.
- c. Construction Administration Services as set forth in Schedule 1 of the Standard Contract Terms and Conditions (Open-End Services) ARE / ARE NOT included. If Construction Administration Services are included, those services consist only of the following:

Construction Observation per Paragraph 14.1 of Schedule 1 of the Standard Contract Terms and Conditions (Open-End Services) ARE / ARE NOT included.

Review of contractor submittals per Paragraph 14.2 of Schedule 1 of the Standard Contract Terms and Conditions (Open-End Services) IS / IS NOT included.

Review of applications for payment per Paragraph 14.3 of Schedule 1 of the Standard Contract Terms and Conditions (Open-End Services) IS / IS NOT included.

**C.** The terms and conditions of this Agreement shall apply to all services required by this Work Order notwithstanding that they may have been performed prior to the date of this Agreement.

**D.** CLIENT shall compensate CONSULTANT (“Consultant’s Compensation”) as follows:

CONSULTANT agrees to perform the services set forth in the McCormick Taylor Statement of Scope and Price at a Lump-Sum fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (hereinafter the **"Total Contract Price"**).

OR



CONSULTANT agrees to perform the services set forth in the McCormick Taylor Statement of Scope and Price at hourly billing rates per the attached schedule contained in Exhibit A. CLIENT shall also reimburse CONSULTANT for all Other Direct Costs, (net), as agreed and appropriate.

OR

CONSULTANT agrees to perform the services set forth in the McCormick Taylor Statement of Scope and Price at a Not-To-Exceed (NTE) cost of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (hereinafter the **“Total Contract Price”**). Such NTE cost to be comprised of: Direct Labor; Overhead of \_\_\_\_\_; Profit Factor of \_\_\_\_ on Direct Labor; and Other Direct Costs (net), as agreed and appropriate.

E. Scope of Services shall be performed in accordance with the following Schedule:

CONSULTANT shall begin performance of the services to be provided by it under this Agreement within \_\_\_\_ (\_\_) calendar days of receipt from CLIENT of a written Notice to Proceed. CONSULTANT shall perform all of the services to be provided by it under this Agreement within \_\_\_\_ (\_\_) calendar days of receipt of the Notice to Proceed. CONSULTANT shall be entitled to reasonable extensions of time to complete services required as a result of any delay which is not solely the fault of the CONSULTANT.

F. The CLIENT's Representative is:

G. All notices required to be submitted pursuant to this Agreement shall be submitted in writing by certified or registered mail to such Consultant's Representative and to:

Patrick J. Guise, Chief Visionary Officer  
McCormick Taylor, Inc.  
1818 Market St., 16<sup>th</sup> Floor  
Philadelphia, PA 19103

THE UNDERSIGNED ACCEPT THE TERMS AND CONDITIONS OF THIS WORK ORDER AND INTEND TO BE LEGALLY BOUND THEREBY:

**McCORMICK TAYLOR, INC.**

**CLIENT**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:



**NON-COLLUSION AFFIDAVIT**

State of Pennsylvania

County of Philadelphia

James C. Wiggans, PE, being first duly sworn, deposes and says that:

He/She is Co-owner and CEO of the Proposer that has  
(Owner, Partner, Officer, Representative or Agent)

submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that McCormick Taylor, Inc. understands  
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

James C. Wiggans  
(Name and Company Position)  
James C. Wiggans, P.E. - CEO

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 3rd DAY  
OF March, 2021

Christine M. Gresh  
Notary Public

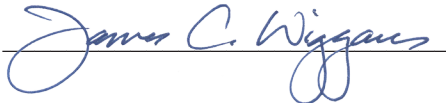
Commonwealth of Pennsylvania - Notary Seal  
Christine M. Gresh, Notary Public  
Philadelphia County  
My commission expires September 13, 2023  
Commission number 1264563  
Member, Pennsylvania Association of Notaries

My Commission Expires: Sept 13, 2023



## NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.



McCormick Taylor, Inc.

BIDDER

James C. Wiggans - CEO

TITLE





Southeastern Pennsylvania Transportation Authority  
 DBE Program Office  
 1234 Market Street - 11<sup>th</sup> Floor  
 Philadelphia, PA 19107-3780  
 Telephone: (215) 580 -7278  
 Fax: (215) 580 -7261  
 Web Site: [www.septa.org](http://www.septa.org)



August 25, 2020

Dr. Vijay Gupta, President  
 American Engineers Group, LLC  
 1220 Valley Forge Road, Suite 4  
 Phoenixville, PA 19460-2676

RE: Pennsylvania Unified Certification Program  
**Continued Eligibility for AMERICAN ENGINEERS GROUP, LLC**

**DBE Certification**  
**PA UCP No: 13473**

**Anniversary Date – Annually on September 30**

Dear Entrepreneur:

The Southeastern Pennsylvania Transportation Authority (SEPTA), a certifying participant in the Pennsylvania Unified Certification Program (PA UCP), has reviewed your request for certification as a Disadvantaged Business Enterprise (DBE) and is pleased to inform you that your firm appears to meet the requirements established by the United States Department of Transportation in title 49, Part 26 of the Code of Federal Regulations. Consequently, your firm is now certified as a DBE to participate in the program in the following classifications only:

**ENGINEERING SERVICES (BRIDGE, STRUCTURAL, CIVIL, ROADWAY, TRAFFIC, GEOTECHNICAL); LANDSCAPE ARCHITECTURE' CONSTRUCTION INSPECTION AND MANGEMENT SERVICES; FACILITIES DESIGN; PLANNING AND SURVEYING SERVICES; ENVIRONMENTAL CONSULTING AND TESTING LABORATORIES**

**NAICS Codes:**

237310	Highway, Street, and Bridge Construction
541320	Landscape Architectural Services
541330	Engineering Services
541340	Drafting Services
541350	Building Inspection Services
541360	Geophysical Surveying and Mapping Services
541370	Surveying and Mapping (except Geophysical) Services
541380	Testing Laboratories
541618	Other Management Consulting Services
541620	Environmental Consulting Services

**Certifying Participants:**

**Allegheny County**  
 Department of Equity and Inclusion

**City of Philadelphia**  
 Philadelphia International Airport  
 Office of Business Diversity

**PENNDOT**  
 Bureau of Equal  
 Opportunity

**Port Authority of  
 Allegheny County**  
 Diverse and Disadvantaged  
 Business Enterprises

**SEPTA**  
 DBE Program  
 Office



Dr. Vijay Gupta, President  
American Engineers Group, LLC  
August 25, 2020  
Page 2

If you wish to expand your status to include another type of business, you must contact the PA UCP for reevaluation prior to undertaking any projects as a DBE in the expanded area.

In the event of a change in circumstances affecting your ability to meet size, disadvantage, ownership, and control requirements of Part 26 or any material change in the information provided in your application form; you must inform the PA UCP by means of a Notice of Change Affidavit describing in detail the nature of such changes. You must submit a Notice of Change Affidavit (also available online) within 30 days of the occurrence of the change. Failure to do so will be deemed a failure to cooperate. We would also remind you that the PA UCP reserves the right to review your firm at any time to ensure compliance with the program.

We are pleased to have you as a Disadvantaged Business Enterprise and wish you success in acquiring work within the DBE Program. If you have any questions, please contact Horace McDonald, DBE Program Specialist, at (215) 580-0001.

Sincerely,



Mary E. Connell  
Director  
DBE Program Office SEPTA

MEC:HAM

Enclosure: Notice of Change Affidavit

**Certifying Participants:**

**Allegheny County**  
Department of Equity and Inclusion

**City of Philadelphia**  
Philadelphia International Airport  
Office of Business Diversity

**PENNDOT**  
Bureau of Equal  
Opportunity

**Port Authority of  
Allegheny County**  
Diverse and Disadvantaged  
Business Enterprises

**SEPTA**  
DBE Program  
Office



- Q19. Is our proposal submission to include standard hourly rates for professionals?
- A19. Yes, please include standard wage rates.
- Q20. Is there a specific cost proposal component of the RFP?
- A20. Yes, refer to the RFP, "Qualification Criteria".
- Q21. The proposal submission requirements appear to be listed at the top of page 7 of the RFP which includes 7 specific bulleted items to be included in our proposal. Please confirm if these are the only submittal requirements.
- A21. No, those items are the requirements for the "Qualifications". Please refer to the Scope of Work and other parts of the RFP to complete your submission.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) McCormick Taylor, Inc.

Authorized Signature 

Title Chief Executive Officer

Name (Type or Print) James C. Wiggans

Date 03/11/2021



I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) McCormick Taylor, Inc.

Authorized Signature *James C. Wiggans*

Title Chief Executive Officer

Name (Type or Print) James C. Wiggans

Date 03/11/2021



# EXCEPTIONS

McCormick Taylor, Inc. respectfully submits the following exceptions to the insurance requirements of the RFP:

1. **Pg. 15, Indemnification.** Please revise as follows: “Successful firm hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees ~~arising out of or in any manner connected with~~ **to the extent caused by, and in proportion to,** the successful firm’s **negligent** performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.;
2. **Pg. 15, Insurance.** Please revise to read as follows: “...the firm shall indemnify and hold harmless the City of Reading from all suits or actions at law of any kind whatsoever in connection with this work **to the extent caused by its negligence** and shall if required by the City....”; Please also strike the following sentence: “The firm’s Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City of Reading.”;
3. **Pg. 15 Insurance Limit Requirements:** (a) Professional Liability. Please revise “per occurrence” to “per claim” since Professional Liability coverage is on a claims made basis, not occurrence; (b) Replace “naming” with “including”; strike “agents” and revise remainder of clause to read: “...and selected firm will provide thirty (30) days advance written notice of material change or cancellation, except ten (10) days’ notice for cancellation due to non-payment of premium.”





# CERTIFICATE OF LIABILITY INSURANCE

11/15/2021

DATE (MM/DD/YYYY)

3/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
INSURED 1451172 MCCORMICK TAYLOR, INC. 1818 MARKET STREET 15TH AND 16TH FLOOR PHILADELPHIA PA 19103	INSURER B : Lexington Insurance Company	19437
	INSURER C : National Fire Insurance Co of Hartford	20478
	INSURER D : The Continental Insurance Company	35289
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 17409227

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	5090786714	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	5090786731	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			6056667889	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5090786728	11/15/2020	11/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	027015050	11/15/2020	11/15/2021	\$2,000,000 PER CLAIM/AGG.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ENGINEERING AND GENERAL CONSTRUCTION SERVICES – 2021-2024 LFT FUND TO PLAN ALL ROAD CONSTRUCTION, PAVING, BRIDGES, PREVENTATIVE MAINTENANCE & ADA COMPLIANCE. CITY OF READING, ITS ELECTED OFFICIALS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, EXCEPT IN THE EVENT OF NONPAYMENT OF PREMIUM.

## CERTIFICATE HOLDER

## CANCELLATION

<b>17409227</b> CITY OF READING 815 WASHINGTON STREET READING PA 19601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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**Exhibit B**

**Service Compensation Schedule**



600 Eagleview Boulevard • 2nd Floor  
Exton, PA 19341  
610.640.3500  
[mccormicktaylor.com](http://mccormicktaylor.com)

COST PROPOSAL ○————○

# ENGINEERING AND GENERAL CONSTRUCTION SERVICES FOR THE CITY OF READING'S 2021-2024 LFT FUND TO PLAN ALL ROAD CONSTRUCTION, PAVING, BRIDGES, PREVENTATIVE MAINTENANCE AND ADA COMPLIANCE

MARCH 11, 2021



**City of Reading**  
**Engineering and General Construction Services for the City of Reading's**  
**2021-2024 LFT Fund To Plan All Road Construction, Paving, Bridges, Preventative Maintenance and**  
**ADA Compliance**  
**Price Proposal**

Term – 3 year (w/ one 1-year renewal at the City's discretion)

Annual Not to Exceed Amount – \$210,000/year

The estimated annual not to exceed amount is based on completing the tasks listed in the technical proposal on an as-needed basis. Any costs not included in the overall management contract are noted herein. Billing will be based on the actual number of man hours required each month for the classifications of employees completing the work and in accordance with the attached fee schedule.

Direct costs are included in the annual not to exceed amount. All reimbursable expenses will be billed based on actual costs incurred.

To facilitate in the comparative assessment of our services with other consultants, below is a list of the items included in the technical proposal and the means by which these will be compensated:

**TASK 1 – ROADWAY FILED VIEWS**

This work is included in the annual not to exceed amount.

**TASK 2 – CONCEPTUAL ADA RAMP LAYOUTS**

This work is included in the annual not to exceed amount.

**TASK 3 – UTILITY COORDINATION**

This work is included in the annual not to exceed amount for the Annual Road Program.

**TASK 4 – PREPARATION OF PLANS AND SPECIFICATIONS**

This work is included in the annual not to exceed amount for the Annual Road Program.

**TASK 5 – MEETINGS& COORDINATION**

This work is included in the annual not to exceed amount.

**TASK 6 – RIGHT-OF-WAY COORDINATION**

This work is included in the annual not to exceed amount for the Annual Road Program.

**TASK 7 – PENNDOT COORDINATION**

This work is included in the annual not to exceed amount.

**TASK 8 – CONSTRUCTION MANAGEMENT AND INSPECTION**

This work is included in the annual not to exceed amount for the Annual Road Program.

**TASK 9 – ASSESSMENT OF CITY-OWNED ROADWAYS**

This work is included in the annual not to exceed amount.



TASK 10 – BRIDGE MANAGEMENT SERVICES

This work is included in the annual not to exceed amount for minor repair projects. For larger projects, the bid package preparation will be included in the technical and price proposal submitted for those specific projects.

**Firm’s Name -** McCormick Taylor, Inc.  
600 Eagleview Boulevard, 2nd Floor  
Exton, PA 19341

**Contact Person -** Susan Guisinger-Colón, P.E.  
Project Manager  
(610) 640-3500





